



June 5, 2006

To: All Prospective Offerors

From: GovWorks/Department of the Interior

Subject: GovWorks Request for Proposal (RFP) 1406-04-06-RP-44091

GovWorks is issuing this unrestricted, competitive RFP to solicit proposals to provide a timely supply chain management logistics solution for the "America The Beautiful--National Parks and Recreational Lands Pass" that was created by the Federal Lands Recreation Enhancement Act of 2004. It is very important that the Government have passes ready for sale to the public by December 1, 2006.

This acquisition will be conducted in two phases. If you are interested, you may participate by submitting your response in accordance with the instructions included herein. **Proposals for Phase 1 are due no later than 12:00 p.m. Eastern Time on June 20, 2006.**

Proposals shall be sent to the following address:

GovWorks  
Attention: Anita Tolliver/Michael Farrell  
RFP 1406-04-06-RP-44091  
381 Elden Street, MS2510  
Herndon, Virginia 20170-4817


It is the Offerors responsibility 1) to read the RFP and all related documents carefully and completely, 2) to ensure/verify the Government receives their proposal on or before the date/time specified, and 3) to monitor the GovWorks website (<http://www.govworks.gov>) and FedBizOpps website (<http://www.fedbizopps.gov>) for any updates on the RFP on a regular basis.

**Offerors are requested to notify Anita Tolliver and Michael Farrell, via email of their intent to submit a proposal, citing the GovWorks RFP number, no later than June 12, 2006.**

**If you have questions regarding this requirement, please submit your inquiries via email to [anita.tolliver@mms.gov](mailto:anita.tolliver@mms.gov) and [Michael.Farrell12@mms.gov](mailto:Michael.Farrell12@mms.gov) no later than 10:00 a.m. Eastern Time on June 12, 2006.** Questions with the Government's responses will be posted on the GovWorks website. Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to all prospective offerors.

1. REQUISITION NUMBER	PAGE 1 OF
-----------------------	-----------

PAGE 1 OF

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL: 	a. NAME		b. TELEPHONE NUMBER <i>(No collect calls)</i>	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY	CODE	10. THIS ACQUISITION IS
		<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
		NAICS: SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
--	--------------------	--	---

15. DELIVER TO	CODE		16. ADMINISTERED BY	CODE	
----------------	------	--	---------------------	------	--

17a. CONTRACTOR/ OFFEROR	CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	CODE	
-----------------------------	------	--	------------------	--	------------------------------	------	--

TELEPHONE NO.	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
---------------------------------------	---

<input type="checkbox"/>	27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/>	ARE	<input type="checkbox"/>	ARE NOT ATTACHED
<input type="checkbox"/>	27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/>	ARE	<input type="checkbox"/>	ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
--	---

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
--------------------------------------	--

30b. NAME AND TITLE OF SIGNER ( <i>Type or print</i> )	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER ( <i>Type or print</i> )	31c. DATE SIGNED
--	------------------	---	------------------

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT ( <i>Location</i> )
41c. DATE	42c. DATE REC'D ( <i>YY/MM/DD</i> )
	42d. TOTAL CONTAINERS

SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	<u>Note: Pricing shall NOT include production. The Government is obtaining the price from GPO. Please see Instructions to Offerors for more information.</u>				
	<b>BASE PERIOD: The Base Period shall be from date of award through August 31, 2007.</b>				
1.	OPTION CLIN: Pass Design Modifications:				
a.	Annual Pass	1	EA		
b.	Volunteer Pass	1	EA		
c.	Open-top Vehicle Solution	1	EA		
2.	OPTION CLIN: Lifetime Passes				
a.	Senior Lifetime Pass				
	MINIMUM	200,000	EA		
	MAXIMUM	600,000	EA		
b.	Access Lifetime Pass				
	MINIMUM	50,000	EA		
	MAXIMUM	100,000	EA		
3.	Annual Pass				
	MINIMUM	300,000	EA		
	MAXIMUM	650,000	EA		
4.	Volunteer Pass				
	MINIMUM	500	EA		
	MAXIMUM	10,000	EA		
5.	Open-Top Vehicle Solution				
	MINIMUM	5,000	EA		
	MAXIMUM	25,000	EA		
6.	Closed-Top Vehicle Solution				
	MINIMUM	70,000	EA		
	MAXIMUM	100,000	EA		
7.	Collateral Materials: Basic educational materials about the passes.				
	MINIMUM	300,000	EA		

SCHEDULE Continued

	MAXIMUM	650,000	EA		
8.	Marketing Services: The Offeror shall propose the necessary Labor Categories and FFP Hourly Rates for the Marketing Services.				
	Labor Category: _____ FFP Hourly Rate in Unit Price Column		HR		
	Labor Category: _____ FFP Hourly Rate in Unit Price Column		HR		
	Labor Category: _____ FFP Hourly Rate in Unit Price Column		HR		
9.	Travel: Not to Exceed				
	MINIMUM	1	LT	\$12,000	\$12,000
	MAXIMUM	1	LT	\$24,000	\$24,000
10.	OPTION CLIN: Telephone Customer Service and Pass Sales FFP per Month	12	MO		
	<b>TOTAL OF BASE PERIOD: Excluding Hourly FFP Labor Rates for Marketing Services.</b>			<b><u>TOTAL MINIMUM</u></b>	<b><u>TOTAL MAXIMUM</u></b>
	<b>AWARD TERM 1: If earned by the Contractor, the Award Term 1 shall be from September 1, 2007 through August 31, 2008.</b>				
11.	OPTION CLIN: Pass Design Modifications:				
a.	Annual Pass	1	EA		
b.	Volunteer Pass	1	EA		
c.	Open-top Vehicle Solution	1	EA		
12.	OPTION CLIN: Lifetime Passes				

SCHEDULE Continued

a.	Senior Lifetime Pass				
	MINIMUM	200,000	EA		
	MAXIMUM	600,000	EA		
b.	Access Lifetime Pass				
	MINIMUM	50,000	EA		
	MAXIMUM	100,000	EA		
13.	Annual Pass				
	MINIMUM	300,000	EA		
	MAXIMUM	650,000	EA		
14.	Volunteer Pass				
	MINIMUM	5,000	EA		
	MAXIMUM	30,000	EA		
15.	Open-Top Vehicle Solution				
	MINIMUM	5,000	EA		
	MAXIMUM	25,000	EA		
16.	Closed-Top Vehicle Solution				
	MINIMUM	70,000	EA		
	MAXIMUM	100,000	EA		
17.	Collateral Materials: Basic educational materials about the passes.				
	MINIMUM	300,000	EA		
	MAXIMUM	650,000	EA		
18.	Marketing Services: The Offeror shall propose the necessary Labor Categories and FFP Hourly Rates for the Marketing Services.				
	Labor Category: _____		HR		
	FFP Hourly Rate in Unit Price Column				
	Labor Category: _____		HR		
	FFP Hourly Rate in Unit Price Column				
	Labor Category: _____		HR		
	FFP Hourly Rate in Unit Price				

SCHEDULE Continued

	Column				
19.	Travel: Not to Exceed				
	MINIMUM	1	YR	\$12,000	\$12,000
	MAXIMUM	1	YR	\$24,000	\$24,000
20.	OPTION CLIN: Telephone Customer Service and Pass Sales FFP per Month	12	MO		
	<b>TOTAL AWARD TERM 1: Excluding Hourly Labor Rates for Marketing Services.</b>			<b><u>TOTAL MINIMUM</u></b>	<b><u>TOTAL MAXIMUM</u></b>
	<b>OPTION PERIOD 1: The Option Period shall be from September 1, 2008 through August 31, 2009.</b>				
21.	OPTION CLIN: Pass Design Modifications:				
a.	Annual Pass	1	EA		
b.	Volunteer Pass	1	EA		
c.	Open-top Vehicle Solution	1	EA		
22.	OPTION CLIN: Lifetime Passes				
a.	Senior Lifetime Pass				
	MINIMUM	200,000	EA		
	MAXIMUM	600,000	EA		
b.	Access Lifetime Pass				
	MINIMUM	50,000	EA		
	MAXIMUM	100,000	EA		
23.	Annual Pass				
	MINIMUM	300,000	EA		
	MAXIMUM	650,000	EA		
24.	Volunteer Pass				
	MINIMUM	5,000	EA		
	MAXIMUM	30,000	EA		
25.	Open-Top Vehicle Solution				
	MINIMUM	5,000	EA		
	MAXIMUM	25,000	EA		
26.	Closed-Top Vehicle Solution				

SCHEDULE Continued

	MINIMUM	70,000	EA		
	MAXIMUM	100,000	EA		
27.	Collateral Materials: Basic educational materials about the passes.				
	MINIMUM	300,000	EA		
	MAXIMUM	650,000	EA		
28.	Marketing Services: The Offeror shall propose the necessary Labor Categories and FFP Hourly Rates for the Marketing Services.				
	Labor Category: _____ FFP Hourly Rate in Unit Price Column		HR		
	Labor Category: _____ FFP Hourly Rate in Unit Price Column		HR		
	Labor Category: _____ FFP Hourly Rate in Unit Price Column		HR		
29.	Travel: Not to Exceed				
	MINIMUM	1	YR	\$12,000	\$12,000
	MAXIMUM	1	YR	\$24,000	\$24,000
30.	OPTION CLIN: Telephone Customer Service and Pass Sales FFP per Month	12	MO		
	<b>TOTAL OPTION PERIOD 1: Excluding Hourly Labor Rates for Marketing Services.</b>			<b><u>TOTAL MINIMUM</u></b>	<b><u>TOTAL MAXIMUM</u></b>
	<b>AWARD TERM 2: If earned by the Contractor, the Award Term shall be from September 1, 2009 through August 31, 2010.</b>				



SCHEDULE Continued

31.	OPTION CLIN: Pass Design Modifications:				
a.	Annual Pass	1	EA		
b.	Volunteer Pass	1	EA		
c.	Open-top Vehicle Solution	1	EA		
32.	OPTION CLIN: Lifetime Passes				
a.	Senior Lifetime Pass				
	MINIMUM	200,000	EA		
	MAXIMUM	600,000	EA		
b.	Access Lifetime Pass				
	MINIMUM	50,000	EA		
	MAXIMUM	100,000	EA		
33.	Annual Pass				
	MINIMUM	300,000	EA		
	MAXIMUM	650,000	EA		
34.	Volunteer Pass				
	MINIMUM	5,000	EA		
	MAXIMUM	30,000	EA		
35.	Open-Top Vehicle Solution				
	MINIMUM	5,000	EA		
	MAXIMUM	25,000	EA		
36.	Closed-Top Vehicle Solution				
	MINIMUM	70,000	EA		
	MAXIMUM	100,000	EA		
37.	Collateral Materials: Basic educational materials about the passes.				
	MINIMUM	300,000	EA		
	MAXIMUM	650,000	EA		
38.	Marketing Services: The Offeror shall propose the necessary Labor Categories and FFP Hourly Rates for the Marketing Services.				
	Labor Category:		HR		
	FFP Hourly Rate in Unit Price Column				
	Labor Category:				

SCHEDULE Continued

	_____ FFP Hourly Rate in Unit Price Column		HR		
	Labor Category: _____ FFP Hourly Rate in Unit Price Column		HR		
39.	Travel: Not to Exceed				
	MINIMUM	1	YR	\$12,000	\$12,000
	MAXIMUM	1	YR	\$24,000	\$24,000
40.	OPTION CLIN: Telephone Customer Service and Pass Sales FFP per Month	12	MO		
	<b>TOTAL AWARD TERM 2: Excluding Hourly Labor Rates for Marketing Services.</b>			<u><b>TOTAL MINIMUM</b></u>	<u><b>TOTAL MAXIMUM</b></u>
	<b>OPTION PERIOD 2: The Option Period shall be from September 1, 2010 through August 31, 2011.</b>				
41.	OPTION CLIN: Pass Design Modifications:				
a.	Annual Pass	1	EA		
b.	Volunteer Pass	1	EA		
c.	Open-top Vehicle Solution	1	EA		
42.	OPTION CLIN: Lifetime Passes				
a.	Senior Lifetime Pass				
	MINIMUM	200,000	EA		
	MAXIMUM	600,000	EA		
b.	Access Lifetime Pass				
	MINIMUM	50,000	EA		
	MAXIMUM	100,000	EA		
43.	Annual Pass				
	MINIMUM	300,000	EA		
	MAXIMUM	650,000	EA		
44.	Volunteer Pass				
	MINIMUM	5,000	EA		

SCHEDULE Continued

	MAXIMUM	30,000	EA		
45.	Open-Top Vehicle Solution				
	MINIMUM	5,000	EA		
	MAXIMUM	25,000	EA		
46.	Closed-Top Vehicle Solution				
	MINIMUM	70,000	EA		
	MAXIMUM	100,000	EA		
47.	Collateral Materials: Basic educational materials about the passes.				
	MINIMUM	300,000	EA		
	MAXIMUM	650,000	EA		
48.	Marketing Services: The Offeror shall propose the necessary Labor Categories and FFP Hourly Rates for the Marketing Services.				
	Labor Category: _____ FFP Hourly Rate in Unit Price Column		HR		
	Labor Category: _____ FFP Hourly Rate in Unit Price Column		HR		
	Labor Category: _____ FFP Hourly Rate in Unit Price Column		HR		
49.	Travel: Not to Exceed				
	MINIMUM	1	YR	\$12,000	\$12,000
	MAXIMUM	1	YR	\$24,000	\$24,000
50.	OPTION CLIN: Telephone Customer Service and Pass Sales FFP per Month	12	MO		
	<b>TOTAL OPTION PERIOD 2: Excluding Hourly Labor Rates for Marketing Services.</b>			<u><b>TOTAL MINIMUM</b></u>	<u><b>TOTAL MAXIMUM</b></u>

SCHEDULE Continued

	<b>AWARD TERM 3: If earned by the Contractor, the Award Term 3 shall be from September 1, 2011 from August 31, 2012.</b>				
51.	OPTION CLIN: Pass Design Modifications:				
a.	Annual Pass	1	EA		
b.	Volunteer Pass	1	EA		
c.	Open-top Vehicle Solution	1	EA		
52.	OPTION CLIN: Lifetime Passes				
a.	Senior Lifetime Pass				
	MINIMUM	200,000	EA		
	MAXIMUM	600,000	EA		
b.	Access Lifetime Pass				
	MINIMUM	50,000	EA		
	MAXIMUM	100,000	EA		
53.	Annual Pass				
	MINIMUM	300,000	EA		
	MAXIMUM	650,000	EA		
54.	Volunteer Pass				
	MINIMUM	5,000	EA		
	MAXIMUM	30,000	EA		
55.	Open-Top Vehicle Solution				
	MINIMUM	5,000	EA		
	MAXIMUM	25,000	EA		
56.	Closed-Top Vehicle Solution				
	MINIMUM	70,000	EA		
	MAXIMUM	100,000	EA		
57.	Collateral Materials: Basic educational materials about the passes.				
	MINIMUM	300,000	EA		
	MAXIMUM	650,000	EA		
58.	Marketing Services: The Offeror shall propose the necessary Labor Categories and FFP Hourly Rates for the Marketing Services.				

SCHEDULE Continued

	Labor Category: _____ FFP Hourly Rate in Unit Price Column		HR		
	Labor Category: _____ FFP Hourly Rate in Unit Price Column		HR		
	Labor Category: _____ FFP Hourly Rate in Unit Price Column		HR		
59.	Travel: Not to Exceed				
	MINIMUM	1	YR	\$12,000	\$12,000
	MAXIMUM	1	YR	\$24,000	\$24,000
60.	OPTION CLIN: Telephone Customer Service and Pass Sales FFP per Month	12	MO		
	<b>TOTAL AWARD TERM 3: Excluding Hourly Labor Rates for Marketing Services.</b>			<b><u>TOTAL MINIMUM</u></b>	<b><u>TOTAL MAXIMUM</u></b>
	<b>OPTION PERIOD 3: The Option Period shall be from September 1, 2012 from August 31, 2013.</b>				
61.	OPTION CLIN: Pass Design Modifications:				
a.	Annual Pass	1	EA		
b.	Volunteer Pass	1	EA		
c.	Open-top Vehicle Solution	1	EA		
62.	OPTION CLIN: Lifetime Passes				
a.	Senior Lifetime Pass				
	MINIMUM	200,000	EA		
	MAXIMUM	600,000	EA		
b.	Access Lifetime Pass				
	MINIMUM	50,000	EA		
	MAXIMUM	100,000	EA		

SCHEDULE Continued

63.	Annual Pass				
	MINIMUM	300,000	EA		
	MAXIMUM	650,000	EA		
64.	Volunteer Pass				
	MINIMUM	5,000	EA		
	MAXIMUM	30,000	EA		
65.	Open-Top Vehicle Solution				
	MINIMUM	5,000	EA		
	MAXIMUM	25,000	EA		
66.	Closed-Top Vehicle Solution				
	MINIMUM	70,000	EA		
	MAXIMUM	100,000	EA		
67.	Collateral Materials: Basic educational materials about the passes.				
	MINIMUM	300,000	EA		
	MAXIMUM	650,000	EA		
68.	Marketing Services: The Offeror shall propose the necessary Labor Categories and FFP Hourly Rates for the Marketing Services.				
	Labor Category: _____		HR		
	FFP Hourly Rate in Unit Price Column				
	Labor Category: _____		HR		
	FFP Hourly Rate in Unit Price Column				
	Labor Category: _____		HR		
	FFP Hourly Rate in Unit Price Column				
69.	Travel: Not to Exceed				
	MINIMUM	1	YR	\$12,000	\$12,000
	MAXIMUM	1	YR	\$24,000	\$24,000
70.	OPTION CLIN: Telephone Customer Service and Pass	12	MO		

SCHEDULE Continued

	Sales FFP per Month				
	<b>TOTAL OPTION PERIOD 3: Excluding Hourly Labor Rates for Marketing Services.</b>			<b><u>TOTAL MINIMUM</u></b>	<b><u>TOTAL MAXIMUM</u></b>
	<b>AWARD TERM 4: If earned by the Contractor, the Option Period shall be from September 1, 2013 from August 31, 2014.</b>				
71.	OPTION CLIN: Pass Design Modifications:				
a.	Annual Pass	1	EA		
b.	Volunteer Pass	1	EA		
c.	Open-top Vehicle Solution	1	EA		
72.	OPTION CLIN: Lifetime Passes				
a.	Senior Lifetime Pass				
	MINIMUM	200,000	EA		
	MAXIMUM	600,000	EA		
b.	Access Lifetime Pass				
	MINIMUM	50,000	EA		
	MAXIMUM	100,000	EA		
73.	Annual Pass				
	MINIMUM	300,000	EA		
	MAXIMUM	650,000	EA		
74.	Volunteer Pass				
	MINIMUM	5,000	EA		
	MAXIMUM	30,000	EA		
75.	Open-Top Vehicle Solution				
	MINIMUM	5,000	EA		
	MAXIMUM	25,000	EA		
76.	Closed-Top Vehicle Solution				
	MINIMUM	70,000	EA		
	MAXIMUM	100,000	EA		
77.	Collateral Materials: Basic educational materials about the passes.				
	MINIMUM	300,000	EA		

SCHEDULE Continued

	MAXIMUM	650,000	EA		
78.	Marketing Services: The Offeror shall propose the necessary Labor Categories and FFP Hourly Rates for the Marketing Services.				
	Labor Category: _____ FFP Hourly Rate in Unit Price Column		HR		
	Labor Category: _____ FFP Hourly Rate in Unit Price Column		HR		
	Labor Category: _____ FFP Hourly Rate in Unit Price Column		HR		
79.	Travel: Not to Exceed				
	MINIMUM	1	YR	\$12,000	\$12,000
	MAXIMUM	1	YR	\$24,000	\$24,000
80.	OPTION CLIN: Telephone Customer Service and Pass Sales FFP per Month	12	MO		
	<b>TOTAL AWARD TERM 4: Excluding Hourly Labor Rates for Marketing Services.</b>			<b><u>TOTAL MINIMUM</u></b>	<b><u>TOTAL MAXIMUM</u></b>
	<b>OPTION PERIOD 4: The Option Period shall be from September 1, 2014 from August 31, 2015.</b>				
81.	OPTION CLIN: Pass Design Modifications:				
a.	Annual Pass	1	EA		
b.	Volunteer Pass	1	EA		
c.	Open-top Vehicle Solution	1	EA		
82.	OPTION CLIN: Lifetime Passes				



SCHEDULE Continued

a.	Senior Lifetime Pass				
	MINIMUM	200,000	EA		
	MAXIMUM	600,000	EA		
b.	Access Lifetime Pass				
	MINIMUM	50,000	EA		
	MAXIMUM	100,000	EA		
83.	Annual Pass				
	MINIMUM	300,000	EA		
	MAXIMUM	650,000	EA		
84.	Volunteer Pass				
	MINIMUM	5,000	EA		
	MAXIMUM	30,000	EA		
85.	Open-Top Vehicle Solution				
	MINIMUM	5,000	EA		
	MAXIMUM	25,000	EA		
86.	Closed-Top Vehicle Solution				
	MINIMUM	70,000	EA		
	MAXIMUM	100,000	EA		
87.	Collateral Materials: Basic educational materials about the passes.				
	MINIMUM	300,000	EA		
	MAXIMUM	650,000	EA		
88.	Marketing Services: The Offeror shall propose the necessary Labor Categories and FFP Hourly Rates for the Marketing Services.				
	Labor Category: _____		HR		
	FFP Hourly Rate in Unit Price Column				
	Labor Category: _____		HR		
	FFP Hourly Rate in Unit Price Column				
	Labor Category: _____		HR		
	FFP Hourly Rate in Unit Price Column				

SCHEDULE Continued

89.	Travel: Not to Exceed				
	MINIMUM	1	YR	\$12,000	\$12,000
	MAXIMUM	1	YR	\$24,000	\$24,000
90.	OPTION CLIN: Telephone Customer Service and Pass Sales FFP per Month	12	MO		
	<b>TOTAL OPTION PERIOD 4: Excluding Hourly Labor Rates for Marketing Services.</b>			<b><u>TOTAL MINIMUM</u></b>	<b><u>TOTAL MAXIMUM</u></b>

## **ADDENDUM TO SCHEDULE OF SUPPLIES/SERVICES**

### **1. SCOPE**

This is a competitive, indefinite delivery and indefinite quantity (ID/IQ) single award delivery order vehicle. Under the franchise authority, GovWorks provides acquisition support to other Federal agencies. This particular contract will provide contractor support for a supply chain management logistics solution for "America the Beautiful--The National Parks and Federal Recreational Lands Pass".

Independently and not as an agent of the government, the contractor shall furnish the necessary products and services, to perform in accordance with the type of work set forth in the Statement of Work. All work performed under this contract will be specifically identified by the issuance of a Delivery Order or Task Order which will include the Delivery Order or Task Order requirements.

### **2. MINIMUM AND MAXIMUM THRESHOLDS**

Both the government and the contractor agree that guaranteed minimum order amount under this contract will be the amount stated below. The total amount of this contract shall not exceed a maximum amount of \$36,892,000.

Guaranteed Minimum Dollar Threshold..... \$1,178,772

Maximum Dollar Threshold..... \$36,892,000

### **3. PERIOD OF PERFORMANCE**

a. The period of performance of this contract is from date of award through August 31, 2007.

b. If an option is exercised, the period of performance shall be extended through the end of that option period.

c. If an award term is exercised, the period of performance shall be extended through the end of that award term.

The option periods and award terms that may be exercised are as follows:

Period	Start Date	End Date
Award Term 1	September 1, 2007	August 31, 2008
Option Period 1	September 1, 2008	August 31, 2009
Award Term 2	September 1, 2009	August 31, 2010
Option Period 2	September 1, 2010	August 31, 2011
Award Term 3	September 1, 2011	August 31, 2012
Option Period 3	September 1, 2012	August 31, 2013
Award Term 4	September 1, 2013	August 31, 2014
Option Period 4	September 1, 2014	August 31, 2015

### **4. PLACE OF PERFORMANCE/DELIVERY ADDRESS**

- a. Place of Performance: The place of performance shall be at the Contractor's site within the United States.
- b. Delivery Addresses for the Pass and Collateral Materials: The delivery addresses for the Pass and Collateral Materials shall be based on the individual customers, third parties, and Federal sites.
- c. Delivery Addresses for Reports: All reports shall be sent to the COTR to the address provided at Contract award.

#### **5. REQUIRED TRAVEL**

The required travel will be for the kickoff meeting and project reviews as specified in the Statement of Work. Any travel under this contract must be pre-approved in writing by the Contracting Officer or COTR and in accordance with the Federal Travel Regulations. Additionally, travel costs shall bear no administrative fee.

#### **6. ISSUANCE OF DELIVERY/TASK ORDERS AND CONTRACT ADMINISTRATION**

- a. Any services/supplies to be furnished under this contract shall be ordered by the issuance of Delivery Orders or Task Orders. The Contracting Officer will issue written Delivery Orders and Task Orders prior to the contractor commencing any work.
- b. A Delivery Order for Passes and/or Collateral Materials will be issued on a firm-fixed price basis broken down by quantities for each Pass and/or Collateral Materials. For each Pass type (including the open-topped vehicle solution), the Contractor shall notify the COTR when the quantity of units ordered by authorized individuals exceeds 50% of the Delivery Order total.
- c. A Task Order for marketing services or toll free sales will be issued on a firm-fixed price basis.
- d. Each Delivery Order or Task Order will include:
  - (i) a numerical designation;
  - (ii) a description of the requirement;
  - (iii) period of performance and schedule of deliverables;
  - (iv) accounting and appropriation data certifying maximum dollar obligations(s); and
  - (v) a list of authorized ordering officials.
- e. All Delivery Orders and Task Orders against this contract and contract administration will be performed by:

GOVWORKS  
381 Elden Street, MS 2510  
Herndon, Virginia 20170-4817
- f. Copies of all correspondence concerning this contract must be provided to the Contracting Officer at the address stated above.

## **7. CONTRACTING OFFICER'S AUTHORITY**

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

All contract questions and concerns will be directed to the Government Contracting Officer, Mr. Michael P. Farrell. The Government Contracting Officer is the only individual with the authority to financially obligate the government and to modify this contract. The contractor is responsible for notifying the contracting officer of any potential issues or concerns - technical, scope or financial - concerning this contract and delivery orders.

<b>Contracting Officer</b>
<b>Department of the Interior NBC/GovWorks 381 Elden Street, MS2510 Herndon, Virginia 20170-4817</b>

## **8. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- a) The COTR is the individual within the Program Management function who has overall technical responsibility for this effort.
- b) The COTR supports the CO/CA during administration of this effort by:
  - 1) Making final decisions regarding any recommended rejection of deliverables;
  - 2) Providing technical clarification relative to overall workload matters;
  - 3) Providing advice and guidance to the Contractor in the preparation of deliverables and services;
  - 4) Providing acceptance of deliverable products to assure compliance with requirements.
- c) The COTR provides technical direction to the Contractor, i.e., shifting work emphasis between areas of work, fills in details, or otherwise serves to accomplish the purposes of this effort. Technical direction shall be within the general statement of work for this effort.
- d) In addition to providing technical direction, the COTR will:
  - 1) Monitor the Contractor's technical progress, including surveillance and assessment of performance, and recommend to the CO and CA, any changes in the requirement;

- 2) Assist the Contractor in the resolution of technical problems encountered during performance; and
  - 3) Perform inspection and acceptance or recommendation for rejection of Contractor deliverables and identify deficiencies in delivered items. This does not replace any other quality assurance inspection requirements that are specified elsewhere within this SOW.
- e) The COTR does NOT have the authority to and may NOT issue any technical direction which:
- 1) Constitutes an assignment of work outside the general scope of this effort;
  - 2) Constitutes a change as defined in the "Changes" clause;
  - 3) In any way causes an increase or decrease in cost or the time required for performance;
  - 4) Changes any of the terms, conditions, or other requirements of this effort; and
  - 5) Suspends or terminates any portion of this effort.
  - 6) The COTR does not have the authority to commit government funds.

- CONTRACTOR RESPONSIBILITY:

If in the opinion of the Contractor, any instruction or direction issued by the COTR is outside of their specific authority, the Contractor shall not proceed but shall notify the CO/CA in writing within 3 working days after receipt of any instruction or direction.

<b>COTR</b>
<b>TBD</b>

#### **9. AUTHORIZED ORDERING OFFICIALS FOR EXISTING DELIVERY/TASK ORDERS**

- a) For maintaining adequate supply of the Pass at Federal Recreational Lands, the following individuals are authorized to order against an existing Delivery/Task Order:

**TBD**

- b) For each Pass type (including the open-topped vehicle solution) and/or collateral materials, the Contractor shall notify the COTR when the quantity of units ordered by authorized individuals exceeds 50% of the Delivery Order total.

#### **10. PACKING FOR DOMESTIC SHIPMENT**

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight

Classification rules, or regulations of other carriers as applicable to the mode of transportation.

#### **11. MARKING DELIVERABLES**

The contract number and delivery order number or task order number, as applicable, shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract, except for reports.

Mark deliverables, except for reports, to the individual, third party, or Federal site based on whoever has placed the order or as designated on the Government Delivery Order or Task Order.

#### **12. INVOICING**

The Contractor shall submit invoices to GovWorks at [www.govpay.gov](http://www.govpay.gov) as instructed below, in accordance with FAR 52.212-4(g) Invoice (see Section III of this contract), and the Billing Instructions for Delivery Orders and Task Orders as instructed below.

INVOICE INSTRUCTIONS: - Invoices MUST be submitted ELECTRONICALLY - HARD COPIES OF INVOICES WILL NOT BE PROCESSED.

(a) **ELECTRONIC INVOICE SUBMISSION:** For GovPay information, invoice submission, and, online training, please go to [www.govpay.gov](http://www.govpay.gov). The GovPay Help Desk is prepared to answer your questions. Please contact them at [HelpDesk@govpay.gov](mailto:HelpDesk@govpay.gov) or call the GovPay Team's phone number at 703-787-1200.

The Contractor shall bill no more than once monthly. Invoices must include, at a minimum, the following information for each individual:

#### **GovPay Electronic Invoicing Requirements**

All payment requests must be submitted electronically through GovPay. "Payment request" means any request for contract financing payment or invoice payment by a contractor. To constitute a proper invoice, the GovPay payment request must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2003)". To ensure the timely processing of invoices, GovPay uses an automated "workflow" process to route invoices for review, approvals and payment; as required by the Prompt Payment Act".

Detailed GovPay information for use of GovPay may be obtained on the Internet at [www.govpay.gov](http://www.govpay.gov). This web site includes user manuals, training resources, instructions for registration and contact information for the GovPay help desk for additional support. All users can access reports on the status of their invoices.

Support documentation shall be attached to the GovPay invoices in the form of "flat files" in American Standard Code for Information Interchanges (ASCII) and an adobe PDF file. There is a 4MB limitation on file size for these attachments, per header or line item. Facsimile, e-mail, and scanned documents are NOT acceptable electronic forms for payment requests.

GovPay uses the contractor information in the Central Contractor Registration (CCRE) database as one of the components for validating contractor registration. It is the responsibility of the contractor to submit accurate and current CCR information. Failure to register and maintain CCR information, or if it has expired, been suspended, been deleted, or could not be found, will result in rejection of your invoice. An invoice submitted during the period for which information in the CCR could not be verified must be resubmitted for payment after successfully registering or updating registration in CCR. Contractors are encouraged to review their CCR information to ensure the most current information is available for GovPay.

The CCR Assistance Center is available to provide assistance and answer questions. They can be reached at 1-888-227-2423 or on the web at <http://www.ccr.gov>.

**(b) BILLING INSTRUCTIONS FOR DELIVERY ORDERS AND TASK ORDERS:**

Each invoice shall include the following:

- Contract Number.
- Delivery Order Number or Task Order Number.
- Contractor Name and Address.
- Date of Invoice.
- Invoice Number.
- Amount of Invoice and Cumulative amount invoiced to-date.
- Contract Line Item Number (CLIN).
- Itemized by category (e.g. pass design modifications, production, marketing, fulfillment, Internet, customer service, and any other category to support invoice amount)
- Description, quantity, unit of measure, unit price, and extended price of supplies/services delivered.
- Prompt payment discount terms, if offered.



- Any other information or documentation required by the contract.
- **Sufficient documentation to support the request for payment.**
- The contractor is responsible for ensuring invoices submitted are accurate and complete and travel costs are in accordance with federal guidelines, the FTR and other Government mandates and directives.
- **Additional supporting documentation MAY BE REQUESTED at the discretion of the CO.**
- **Travel invoices must include the name of the traveler, travel itinerary, purpose of travel (event, exercise, workshop, etc), and any other documentation requested by the COTR for Finance/Administration. A copy of the approved travel request form should be attached for reference.**

**PAYMENT:**

- a. Payments under this order will be due 30 calendar days after the date of actual receipt of proper invoice in the office designated to receive the original invoice or final acceptance of the goods or services, whichever is later.
- b. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the day payment is made.

**Final Invoice.** Upon acceptance of products and/or completion of services, the contractor shall submit a final invoice, designated as such by clear statement of "FINAL INVOICE" on the face of the invoice document, and certification that all goods and services have been provided as required by the contract document along with a release of claims against the government for any further payment under the order.

### **13. KEY PERSONNEL**

Certain skilled experienced professional and/or technical personnel are essential for accomplishing the work to be performed. These individuals are defined as "Key Personnel" and are those persons whose resumes were submitted and marked by the vendor as "Key Personnel". No substitutions shall be made of accepted key personnel except for sudden illness or death, or termination of employment. Substitutions shall only be accepted if in compliance with "Substitution of Key Personnel" provision identified below.

#### Substitution of Key Personnel

All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the COTR and the Contracting Officer at least twenty-five (25) calendar days in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete

resume for the proposed substitute, and any other information requested by the Contracting Officer necessary to approve or disapprove the proposed substitution. An interview may also be requested. The COTR and the Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing.

#### Key Personnel Designation

For the purpose of the overall performance of this effort, the Contractor's Project Manager shall be designated as a key person and those individuals designated as key personnel TBD.

The Project Manager shall be the Contractor's authorized point of contact with the Government CO and the COTR. The Project Manager shall be responsible for formulating and enforcing work standards, assigning schedules, reviewing work discrepancies, and communicating policies, purposes, and goals of the organization to subordinates.

"AMERICA THE BEAUTIFUL--THE NATIONAL PARKS AND FEDERAL RECREATIONAL  
LANDS PASS"  
STATEMENT OF WORK

1.	<u>BACKGROUND</u> .....	2
2.	<u>SCOPE OF WORK</u> .....	3
3.	<u>TASKS, DELIVERABLES, AND REPORTS</u> .....	4
	a. DESIGN OF PASSES AND COLLATERAL MATERIALS.....	5
	b. MANUFACTURING.....	6
	c. PASS SALES.....	7
	d. FULFILLMENT.....	8
	e. CUSTOMER CARE .....	10
	f. THIRD PARTY SALES.....	12
	g. FINANCE AND INVENTORY MANAGEMENT, ACCOUNTABILITY, AND REPORTING.....	12
	h. MANAGEMENT PLANNING.....	16
	i. MARKETING AND COMMUNICATIONS.....	17
	j. OTHER TASKS AND DELIVERABLES.....	17
4.	<u>PERIOD OF PERFORMANCE AND DUE DATES</u> .....	18
5.	<u>BUSINESS RULES</u> .....	24
6.	<u>DEFINITIONS</u> .....	27
7.	<u>GOVERNMENT FURNISHED INFORMATION AND ASSISTANCE</u> .....	29
8.	<u>LIST OF REPORTS</u> .....	30

## **1. BACKGROUND**

The Federal Lands Recreation Enhancement Act, enacted in December 2004, hereinafter referred to as "REA" or "the Act," provides a ten-year recreation fee authority to the Secretaries of the Interior and Agriculture. Among other things, it calls for establishment of a pass, "America The Beautiful--The National Parks and Federal Recreational Lands Pass" (hereinafter "the new pass"), that will be sold to the public that can be used in lieu of certain fees related to Federal recreational lands under the jurisdiction of the Department of the Interior's National Park Service (NPS), Bureau of Land Management (BLM), Fish and Wildlife Service (FWS), and Bureau of Reclamation (BOR), and the Department of Agriculture's Forest Service (FS). For example, this pass will cover entrance fees for NPS units and National Wildlife Refuges, as well as standard amenity recreation fees (defined in the Act) for developed areas such as visitor centers at BLM, BOR, and FS locations.

The new pass shall be convenient, fairly priced, and available through a variety of sales channels including: site sales, web sales, third party sales and, as funding allows, sales through a telephone call center. The new pass and/or collateral materials shall clearly identify benefits and parameters for use. Other goals for the new pass program include: increasing the public's interest in stewardship of public lands; educating the public concerning philanthropic, membership, and volunteer opportunities; enhancing relationships with partners who can bring support to Federal lands; and increasing overall revenues, thereby allowing the agencies to provide important visitor services, funds for deferred maintenance, and education outreach.

The new pass shall provide benefits commensurate with existing pass programs, but the Government anticipates a new design to distinguish it from existing passes.

This acquisition is for the basic Pass program that meets the 2007 Pass rollout deadline. Timely implementation is of utmost importance to the Government. The new pass is scheduled to be made available for sale in December 2006 and shall replace existing recreation passes (Golden Eagle, Golden Age, and Golden Access Passports and the National Parks Pass). It is anticipated that the Army Corps of Engineers will accept Lifetime Passes at their recreation sites, as they have done until the present. As of September 30, 2004, there were 32 FWS sites, 28 BLM fee sites, 150 NPS fee sites, and 1,400 FS fee sites that accepted passes for standard amenity or entrance fees. The Army Corps of Engineer accepts Lifetime Passes at approximately 1,200 sites.

The Government anticipates incorporating the latest technological innovations into all aspects of the new pass, as appropriate.

However, offerors should be aware of the Federal recreation sites' structural and budget constraints on incorporating innovative solutions in the short-term (these constraints may also offer opportunities for innovation, which the Government welcomes). The missions and goals of the agencies should also be kept in mind when offering technological solutions. The majority of sites would require substantial infrastructure investments, including provision of electricity or phone lines and purchase of computer and card reading systems, to implement many promising technological enhancements. For example, at present, 50 of the 150 NPS fee sites that have entrance fees are capable of reading magnetic strips at their entry gates. The Government anticipates that analysis of potential technological and customer service enhancements to the program will be handled through a separate acquisition.

At NPS, FWS, and BOR sites, fees covered by the new passes will generally be collected at staffed entry points, while at BLM and FS sites, fees covered by the new passes will generally be collected at unstaffed locations and compliance/enforcement will be irregular and infrequent.

The Contractor shall be responsible for ensuring that all printing, including the new pass and collateral materials, is completed by the Government Printing Office (<http://www.gpo.gov>). The point of contact at GPO is Mr. Chris Sweterlitsch (phone: 202-512-2036; e-mail: [jsweterlitsch@gpo.gov](mailto:jsweterlitsch@gpo.gov)).

The statute can be found at:

<http://www.doi.gov/initiatives/Recreational%20FeeLanguage.pdf>. For information on existing passes, visit

<http://www.recreation.gov/recpass.cfm>. Detailed information on visitation, fee revenues (including National Park Pass sales) can be found in the annual Recreation Fee Demonstration Program reports to Congress (see <http://www.doi.gov/nrl/Recfees/RECFEESHOME.html>).

Additional information on the Federal Lands Recreation Enhancement Act can be found at:

[http://www.doi.gov/initiatives/recreation\\_feeprogram.html](http://www.doi.gov/initiatives/recreation_feeprogram.html).

## **2. SCOPE OF WORK**

The Government requires Contractor support for a supply chain management logistics solution for the new pass. The contract shall be for a base period from date of award through August 31, 2007, and may be extended for four alternating one-year award term periods and one-year options equating to a potential contract life of approximately 9 years.

The scope of the Government's requirements includes the following:

- 1) Produce at least two and up to four pass versions and a solution for one of the four pass versions that can be used in open-top vehicles at unstaffed recreation sites;

- 2) Design, produce, and distribute materials that shall be available with the new pass and a means to display proof of payment for closed-top vehicles at unstaffed areas;
- 3) Operate and administer Internet sales;
- 4) Fulfill passes for Federal recreation sites and for third party partners that sell the new pass, as well as for individual purchasers;
- 5) Provide and maintain a system with the ability to track and report financial, management, and inventory data on a monthly basis;
- 6) Provide marketing services;
- 7) Negotiate and manage third party agreements in accordance with the Government's instruments, policies, and requirements;
- 8) Provide e-mail-based customer service for both the public and the Government;
- 9) As funding allows, modify the designs of two pass versions and a solution for one of the new pass versions that can be used in open-top vehicles at unstaffed recreation sites;
- 10) Future customer service and technology enhancements to the new pass program that the Government anticipates considering for addition to this contract include: central sales and fulfillment of Lifetime Passes (including verification of age, citizenship and/or disability); pass registration for validation, tracking, invalidating, and replacing lost or stolen passes; and additional pass types, as deemed feasible by the Government.

**Congressionally Authorized Foundations.** The Government recognizes the long-term, ongoing, and valued relationships with the National Fish and Wildlife Foundation, the National Forest Foundation, and the National Park Foundation. Subsequent to award, the Government anticipates working with these Congressionally Authorized Foundations and the Contractor to develop specific marketing strategies and collateral materials.

### **3. TASKS, DELIVERABLES, AND REPORTS**

The Contractor shall provide all labor, materials, equipment, and facilities (unless otherwise stated herein) to complete the following tasks:

**ADHERENCE TO APPLICABLE LAWS, REGULATIONS, AND POLICIES.** In fulfilling the requirements and optional line-items for this contract, the Contractor shall ensure that it is in accordance with all applicable laws, regulations, and policies including those found in Attachment A.

Due dates for all deliverables are found in Section 4. The Contractor shall be required to participate in a kickoff meeting in Washington, D.C. within seven (7) days of contract award.

#### **a. DESIGN OF PASSES AND COLLATERAL MATERIALS**

**a.1 Pass Designs Provided by the Government.** The Government will provide design specifications for the following pass versions at the kickoff meeting:

1. Annual Pass
2. Volunteer Pass
3. Senior Lifetime Pass for persons age 62 or older (only if optional CLIN is exercised (Section 3.b.1))
4. Access Lifetime Pass for persons with disabilities (only if optional CLIN is exercised (Section 3.b.1))
5. Version of the Annual Pass for use in open-top vehicles

Pass versions 1-4 in the above list shall be credit card-sized cards printed on both sides with magnetic strips, bar codes, and serial numbers. Pass version number 5 in the above list shall be a solution for a version of the Annual Pass that can be used in open-top vehicles at unstaffed recreation sites. This is likely to be a decal, but the Government is considering other solutions as well.

**a.2 Optional CLIN -- Pass Design Modifications.** The Contractor shall provide design modifications for the Annual Pass, the Volunteer Pass, and the open-top vehicle solution. The design for the Annual Pass shall include a different image each year that will be provided by the Government. The design for the Volunteer Pass may incorporate the Annual Pass image or it may utilize a distinct image. Design modifications are subject to COTR approval.

If the Government exercises this option, the Contractor shall provide design modifications for that year's production cycle (provided that the Government exercises the option no later than August 1<sup>st</sup>) and each subsequent year's production cycle. Due dates for draft and final design modifications will be specified after the Government exercises this option.

**a.3 Pass Personalization.** The Contractor shall have the capability to personalize centrally sold passes and Volunteer Passes with up to two names.

**a.4 Collateral Pass Materials.** The Government will provide all mandatory information that is to be included in collateral materials.

**a.4.1 Closed-top vehicles.** The Contractor shall provide a means of displaying passes in closed-top vehicles to facilitate ease of view while performing compliance at unstaffed areas. Initially, this will be a hangtag with slots into which the new pass can be inserted. Other cost-effective design options may be considered after the base period (based on suggestions from the Contractor or based on Government-generated ideas). The expiration date shall be displayed so that it can be read from a distance.

**a.4.2 Educational Materials.** The Contractor shall develop, subject to COTR approval, cost-effective educational materials. These shall consist of four-color 8½ by 11 inch tri-fold, or similar, brochures. They shall provide information and help educate visitors about recreation opportunities, public lands, and the use of passes. The Contractor shall provide collateral materials via printed and electronic formats. Appropriate materials, as determined by the Government, shall be available via download from the Internet.

Collateral pass materials shall contain basic educational information about the new pass program. This shall include information about the benefits associated with passes and applicable rules and regulations.

A separate downloadable document shall describe eligibility requirements and application process for the Access Pass, eligibility requirements and documentation necessary to purchase a Senior Pass, and eligibility requirements and process for receiving a Volunteer Pass.

## **b. MANUFACTURING**

The Contractor shall produce an Annual Pass, a Volunteer Pass, and a solution for a version of the Annual Pass that can be used in open-top vehicles at unstaffed recreation sites. The Contractor shall also produce all collateral materials associated with these passes. All passes and materials shall be available for distribution as specified in this SOW no later than November 1, 2006.

Only the Contracting Officer shall be authorized to place delivery orders for the Contractor to manufacture passes and associated collateral materials.

**b.1 Optional CLIN -- Lifetime Passes.** The Contractor shall produce a Senior Pass and an Access Pass and all associated collateral materials. If this option is exercised, the Contractor shall make Lifetime Passes and associated collateral materials available for distribution no later than November 1, 2006, or 60 days of the exercise of the option, whichever is later.

**b.2 Utilizing GPO to produce passes and collateral materials.** The Contractor shall utilize GPO for all printing and production. The production of passes and other materials should occur at a volume and frequency that allows for cost-efficiency while being flexible enough to allow for inventory increases or decreases in demand for pass shipments. The Contractor shall inform the COTR of any problems with GPO operations that will result in a delay in shipping or producing passes and associated collateral materials of one day or longer.



### **c. PASS SALES**

All systems, communications equipment, and software utilized pursuant to this Section are subject to COTR approval.

**c.1 Internet Site.** The Contractor shall develop, provide, and maintain a secure full-service Internet site that is operational 24 hours per day, 365 days per year, with planned and scheduled system downtime. The Government will provide a domain name and URL for this site.

The Internet site shall provide:

- Sales of Annual Passes for individual customers;
- An option for individual customers to provide up to two names that shall be printed on the new pass(es) they purchase;
- on-line bank card sales that comply with privacy and name capture limits and requirements as described in Sections 3.c.3, 3.c.4, and Attachment A;
- deposit of all payments directly to the U.S. Treasury (the Contractor shall not hold any revenue collected);
- a web-based outlet for bulk pass orders (from Federal recreation sites and third parties) which allows those submitting orders to order passes and associated collateral materials independently of one another;
- a co-brand web-link arrangement for Government agencies and third party vendors;
- accessibility for persons with disabilities in accordance with Section 508 of the Americans with Disabilities Act; and
- downloadable collateral materials.

**c.2 Internet Portlet(s).** The Contractor shall provide a portlet or portlets that are interoperable with other agencies' and/or other select organizations' portals such as Recreation.gov so that pass sales can be conducted from Recreation.gov and other websites. Recreation.gov is an interagency web portal featuring general trip planning information about recreation areas managed by 11 Federal agencies.

**c.3 Privacy of Information.** The Contractor shall implement requirements specific to information security and technology as identified below.

All Government-owned data are subject to the Freedom of Information Act (FOIA) and Privacy Act. The Contractor shall not use Government-owned data for any purpose other than to fulfill the requirements of this contract, or release to others any Government-owned data, whether requested under FOIA or not, without first obtaining written permission from the Contracting Officer (CO). The Contractor shall immediately forward any FOIA requests received by the Contractor to the COTR.

The Contractor shall comply with the Privacy Act of 1974, 5 U.S.C. 552a, as amended. Customer data derived from the sale of the new pass shall not be sold or otherwise made available for any purpose unless approved by the COTR.

#### **c.4 Name Capture**

**c.4.1 Names are Property of the Government.** Names and other contact information from pass purchasers shall be collected by the Contractor on behalf of the Government in a System of Records. The Contractor shall be bound by the terms laid out in the System of Records notice. The names and other contact information shall be the property of the Government and not of the Contractor. FAR Section 52.227-14, Rights in Data, is applicable and incorporated herein by reference.

**c.4.2 Database of Names.** The Contractor shall establish a database of pass purchasers that meets the requirements of the System of Records notice and Section 3.c.3 of this SOW.

**c.4.3 Use of Names by the Contractor.** Names and contact information captured by the Contractor shall be used by the Contractor only to complete the new pass sales transaction and issue a pass, or as directed by the Government consistent with the System of Records notice.

**c.4.4 Use of Names by the Government.** If requested by the COTR, the Contractor shall provide the names and contact information in the database to the Government in accordance with the System of Records notice.

**c.4.5 Use of an "Opt-in" Feature on the Internet site.** The Contractor shall provide an "opt-in" option that allows pass purchasers to choose to receive additional information about the new pass, about Federal recreation lands, or about the three Congressionally Authorized Foundations. Names and contact information shall be stored in a database only in accordance with the System of Records notice. The default shall be for customers to "opt-out."

**c.4.6 Sale of Names or Mailing Lists.** The Contractor shall not use, sell, rent, license, share or disclose to third parties, any e-mail addresses or other visitor information collected by the Contractor. The Contractor shall send approved informational or promotional e-mail messages to pass purchasers only if they have affirmatively requested such e-mail messages through an "opt-in" mechanism. An exception is confirmation notices, described in Section 3.e.1.

#### **d. FULFILLMENT**

Fulfillment of passes includes passes and associated collateral materials. Passes and collateral materials shall not necessarily be shipped in equal quantities or at the same time. The Contractor shall

provide solutions for accomplishing fulfillment of all passes, including Lifetime Passes, if the option is exercised. See Attachment B for relevant statistics regarding pass sales and fulfillment.

Designated Federal recreation site representatives, third party vendors, and individuals making purchases via central sales channels shall be able to place orders against existing delivery orders for fulfillment of passes as described below in Sections 3.d.1 and 3.d.2. However, as mentioned in Section 3.b, only the Contracting Officer shall be authorized to place delivery orders for the Contractor to manufacture passes and associated collateral materials through GPO.

Reimbursement of shipping and handling costs shall be in accordance with the below table.

<b>Table. Reimbursement of shipping and handling costs for passes (including collateral materials)</b>	
<b>Category of Fulfillment</b>	<b>Means of reimbursement to Contractor</b>
<b>Bulk fulfillment of all pass types to Federal recreation sites</b>	Include in price per unit
<b>Central sales of Annual Passes to individuals (including co-brand websites)</b>	Include in price per unit
<b>Fulfilling Volunteer Passes to individuals</b>	Include in price per unit
<b>Bulk shipments of Annual Passes to third party vendors</b>	Contractor shall negotiate shipping and handling charges with third party vendors

The Government will require the contractor to charge shipping and handling fees to customers purchasing passes via central sales channels (including co-brand websites). The Government will provide business rules that determine shipping and handling costs to be paid by individuals purchasing Annual Passes.

#### **d.1 Fulfillment to Individuals**

**d.1.1 Annual Passes to Individuals.** The Contractor shall fulfill Annual Passes (including the open-top vehicle solution) sold via central sales channels to individuals. The Contractor shall provide shipping options for individual purchasers to include standard delivery, expedited delivery, and international delivery. The Government will provide business rules that determine shipping and handling costs to be paid by individuals purchasing Annual Passes. The Contractor shall ensure that passes sold to individuals through the Internet and call center sales channels are validated prior to shipment.

**d.1.2 Lifetime Passes to Individuals.** Lifetime Passes require official legal documentation of eligibility and will be distributed to

individuals only at Federal sites where passes are sold (see Section 3.d.2.1 below).

**d.1.3 Fulfillment of Volunteer Passes to Individuals.** The Contractor shall fulfill Volunteer Passes to eligible volunteers. The Government will provide the Contractor with names and mailing addresses of individual volunteers who achieve the threshold for receiving a Volunteer Pass. The Contractor shall ensure that Volunteer Passes are validated prior to shipment.

## **d.2 Bulk Fulfillment**

**d.2.1 Bulk Shipments to Federal Recreation Sites.** The Contractor shall provide web-based ordering and bulk shipment of Annual Passes, the open-top vehicle solution, and Lifetime Passes (if the option is exercised) to Federal recreation sites.

**d.2.2 Bulk Shipments to Third Parties.** The Contractor shall fulfill bulk shipment of Annual Passes to third parties. Bulk shipments to third parties may be tailored to specifications in third party agreements (e.g., passes individually shrink wrapped with collateral materials). Shipping and handling costs shall be negotiated between the Contractor and third party vendors and reimbursement for these costs shall be made directly from third parties to the Contractor. Business rules and guidelines related to bulk shipments to third parties will be provided by the Government.

## **e. CUSTOMER CARE**

**e.1 Confirmation and Renewal Notices.** The Contractor shall provide confirmation shortly after completion of a sale to those ordering passes via central sales channels. The Contractor shall also provide an "opt-in" feature for individual purchasers of Annual Passes to receive electronic notification of pass expiration and pass renewal opportunities.

**e.2 Optional CLIN -- Telephone Customer Service and Pass Sales.** The Contractor shall provide a toll-free number, a number for international callers, and a Telecommunications Device for the Deaf (TDD) number to sell Annual Passes to individual purchasers and to field customer service inquiries about individual and bulk orders. The Contractor shall provide all aspects of this service, including facilities, workstations, computers, network connectivity, advanced call-handling technology (e.g., computer telephony interface (CTI)), trained staff, and experienced supervision. Customer service shall be available to support all sales channels and includes responding to customer inquiries and complaints, resolving issues of all kinds including billing and bankcard issues, referring inquiries to the appropriate Government contact point, and processing refund requests.

This service shall be available at minimum 9:00 AM to 8:00 PM EST, seven days per week. The Contractor shall monitor the operating period and recommend changes or modifications to the schedule to the COTR for approval if the operating period proves to be either excessive or inadequate. The Government may monitor the operating period and may require changes to the schedule.

Contractor-provided, operated, and managed telephone customer service and sales centers shall be located within the United States unless otherwise approved by the CO.

If this option is exercised by the Government, the Contractor shall provide this service no later than 90 days after notification that the option will be exercised.

**e.3 Customer Inquiries by E-mail.** The Contractor shall provide an e-mail contact option for customer service inquiries about individual and bulk orders.

**e.4 Customer Response.** The Contractor shall respond to customer inquiries and complaints as soon as possible, but no later than 24 hours after receipt. Inquiries and complaints shall be resolved no later than 7 days after receipt. The Contractor shall track and record all customer complaints and compile and submit a monthly report of complaints, responses, and corrections made.

**e.5 Information Inquiries not related to the new pass.** The Contractor shall develop and implement procedures to handle inquiries that are not related to the new pass. Requests for information unrelated to the new pass shall be referred as quickly as possible to other information sources. A list of these information sources will be provided by the Government. Information inquiries not related to the new pass may be as high as 25-30 percent of total inquiries received.

**e.6 Governmental Inquiries and Complaints.** The Contractor shall refer all Congressional, and Tribal, State, and local Governmental inquiries and complaints to the COTR within one business day. The Contractor shall provide an assessment of the inquiry or problem and, where applicable, steps taken to mitigate it, within 3 business days.

**e.7 Communication with Customers.** The Contractor shall provide customer service in accordance with industry best practices. These include compliance with Americans with Disabilities Act and Limited English Proficiency requirements to serve populations of U.S. residents who may not speak English as a first language. Customer service shall also be able to serve and communicate with the key foreign national customer base.

#### ***f. THIRD PARTY SALES***

**f.1 Third Party Sales: Contractor Role.** The Contractor shall manage all third party pass sales agreements. The Contractor shall identify third party partners consistent with guidelines provided by the Government. After award, the Contractor shall work with the Congressionally Authorized Foundations to transfer the management of existing pass sales agreements with third parties from the Foundations to the Contractor. The Contractor shall work with third party sales partners to: install co-branded sites, process orders, ensure that all advertisement and promotional materials meet Government requirements, install accountable financial processes, and provide fulfillment. The Contractor shall establish portlets, co-branded links, or other appropriate technology for third parties' websites to allow sales of passes to individuals.

The Government anticipates that, initially, substantial effort will be put into transitioning current third party agreements and ensuring that contracts and pass sales arrangements are consistent with new business rules and marketing guidelines. Expansion of the program will be governed by manageability, the benefits of particular types of sales arrangements, and overall marketing strategy. See Attachment B for data on the current number of third party agreements and passes sold through third party channels.

**f.2 Third Party Sales: Government Role.** The Government will provide guidelines and requirements that will govern relationships with third party vendors. Third party sales policies will include: partnership criteria, wholesale parameters, name capture, value add promotions, bulk sales, co-branded sites, advertisement and marketing parameters, raffles and give-aways, international sales and bulk or wholesale pricing. All third party sales partners and agreements are subject to COTR approval. It is expected that all existing third party vendors currently under agreement to sell agency and/or interagency passes will be allowed to enter into agreements to sell the new pass.

**f.3 Third Party Sales: Congressionally Authorized Foundations.** The Congressionally Authorized Foundations will continue to work with existing corporate donors and foster relationships with new partners. Where the Foundations have agreements with third parties containing a pass sales component, the portion of those agreements directly related to pass sales shall be managed by the Contractor. The Contractor shall collaborate with the Congressionally Authorized Foundations to foster third party partnerships.

#### ***g. FINANCE AND INVENTORY MANAGEMENT, ACCOUNTABILITY, AND REPORTING***

The Contractor shall provide and maintain a system that ensures accountability for all finance, inventory, and management functions. The Contractor shall be responsible for the following:

- Processing customer data and recording transactions necessary to complete an Internet or telephone pass sale (if option is exercised);
- recording, tracking, and reporting revenues and expenses;
- tracking pass inventory by serial number and accounting for all passes;
- processing bank card/debit card, electronic checks, money orders, travelers checks, and purchase order transactions;
- providing the capability to also process payments through pay.gov;
- processing refund requests;
- processing, researching, and resolving refund and chargeback issues in coordination with a designated Government finance office's procedures;
- ensuring that all systems are PC/Windows Operating System compatible; and
- ensuring that system security meets industry standards and best practices.

The Contractor shall provide secure web-based access for authorized Government personnel to:

- View inventory of all materials produced, including quantities and serial numbers of passes in stock;
- place orders against existing delivery orders for passes and collateral materials;
- track shipment history;
- submit information regarding shipments of passes including dates shipments are received, incomplete orders, missing and damaged passes, and collateral materials;
- submit and view sales and revenue data from Federal recreation sites and/or agencies including passes shipped and received, sold, exchanged/voided, returned as unsold, and destroyed; and
- download and print reports.

Access to this system shall be dependent on user access privileges as determined by the Government and provided to the Contractor by the COTR.

**g.1 Collection of Funds.** The Contractor shall provide a means to accept and record all established methods of payment through all Contractor-managed sales channels. Sales from passes sold centrally shall be processed by the Contractor.

**g.1.1 Retention of Funds/Deposit of Revenues.** The Contractor shall not retain any funds collected on behalf of the Government. All revenue collected by the Contractor shall be deposited directly into a U.S. Treasury account in accordance with 31 U.S.C., Section 3302 and provisions of the Treasury Financial Manual. The Contractor shall not

deposit any monies it collects into its bank or any bank or other financial institution acting on behalf of the Contractor.

All fees collected by the Contractor shall be deposited into designated U.S. Treasury accounts using Treasury's electronic banking system on the day the payment is received. The Contractor shall specify the date(s) to which the remittance applies as part of the deposit reporting process. Upon expiration of the contract, all remaining funds shall be deposited as stated above.

**g.2 Credit Card and Electronic Check Transactions.** The Contractor shall process secure credit card or electronic check transactions in accordance with industry and Government processing standards. The Contractor shall use the Treasury-designated credit card processor(s) and/or bank(s) and shall ensure that all credit card transactions are credited to the designated agency location code within U.S. Treasury. The Contractor shall comply with all policies and procedures directed by the Government and the authorized credit card processor. The Contractor shall process, research, and resolve bank card chargeback issues in coordination with a designated Government finance office's procedures.

**g.3 Cash and Check Transactions.** The Contractor shall accept electronic payments, including electronic checks. Money orders, purchase orders, and cashiers checks shall not be accepted through the Internet, but shall be accepted through the telephone center if this option is exercised. Cash payments and personal paper checks shall not be accepted through the Internet or telephone sales channels.

**g.4 Refunds.** The Contractor shall process refund requests within 5 business days of receipt. The Contractor shall resolve all credit card refunds. Requests for refunds requiring payment other than to a credit card shall be forwarded to a designated Government finance office with detailed customer and transaction information to allow for processing and electronic payment.

## **g.5 Financial Controls**

**g.5.1 Compliance.** The Contractor shall ensure that management of the financial operations for the new pass conforms to all U.S. laws, Treasury regulations, and applicable policies. This function involves forwarding funds for deposit in U.S. Treasury accounts and providing electronic access to the Contractor's database.

**g.5.2 Audits.** The Contractor shall have annual audits conducted on company operations and financial controls related to this contract. Audits shall be conducted at Contractor expense by an independent Certified Public Accountant approved by the COTR. Financial audits shall be conducted for each Federal fiscal year or other accounting period as designated by the CO. The Contractor shall ensure that the auditor submits the report directly to the COTR and CO within 30 days



of its completion. The Government or its designated auditor reserves the right to audit the Contractor's operations and financial statements related to this contract at any time.

**g.6 Pass Destruction.** The Contractor shall ensure that all unused, unsold, damaged, or otherwise unusable passes are accounted for and destroyed. The Contractor shall provide a system for disposal or destruction of passes that accounts for and tracks each pass by serial number. The new passes shall be destroyed by the Contractor or via other means as proposed by the Contractor in their Technical Proposal and approved by the CO.

**g.7 Reports.** The Contractor shall provide a flexible reporting and tracking function including:

Financial Reports. For example:

- Payments received, refunds requested, refunds paid, net sales, and payments due;
- daily revenue deposited to U.S. Treasury accounts itemized by source; and
- a report that allows the Government to reconcile inventory with revenue deposited by agency and individual recreation sites.

Statistical Reports. For example:

- Serial numbers and quantities of each pass produced, including those fulfilled, destroyed, damaged, invalidated, and returned;
- number and types of passes sold and shipped, in total, and by category (e.g., to Federal recreation sites, to individuals, and to third parties); and
- location to which each pass was shipped.

Inventory Reports. For example:

- Shipping data (e.g., dates orders were placed and shipped, shipping costs, shipping locations);
- Telephone center statistics (automated call handling statistics, number of sales, sales revenue, and costs associated with the telephone center); and
- Internet statistics (such as number of passes sold, sales revenue, number of hits).

Where applicable, reports shall be broken down by agency, by any other entity selling the new pass, and shall provide cumulative totals for designated time periods.

After award, the Government will identify a list of standard reports for the Contractor to provide on a regular basis. The Government shall have secure web-based access to the Contractor's database to generate reports.

## ***h. MANAGEMENT PLANNING***

The Contractor shall provide a Project Implementation Plan, an Annual Management Plan and a Quality Control Plan. All plans are subject to Government approval.

**h.1 Project Implementation Plan.** The Contractor shall provide a draft Project Implementation Plan as part of their Technical Proposal with a final version due 7 days after the kickoff meeting. The COTR will provide the Contractor comments and recommendations at the kickoff meeting and throughout implementation. The Contractor shall provide an updated copy to the COTR every 14 days during the startup period from contract award through introduction of the new pass.

The Project Implementation Plan shall:

- Address all aspects of contract startup through implementation (including coordination with and transition from existing pass programs);
- include a timeline chart showing all of the work items and their interrelationships;
- provide a schedule for quantities, production, and delivery of the new pass;
- provide a schedule for design, quantities, production, and delivery of collateral materials;
- include installation and testing of all support systems, communications equipment and software; and
- propose methods for working with third party partners to set up co-branded sites, process orders, review and approve all advertisement and promotional materials, set up accountable financial processes, and provide fulfillment.

**h.2 Annual Management Plan.** The Contractor shall develop and annually update a plan for the management of the new pass program. The Contractor shall provide a draft Annual Management Plan as part of their Technical Proposal with a final version due 7 days after the kickoff meeting. The plan shall:

- Provide a work plan for the management of the new pass program.
- Provide a schedule for design modifications of collateral materials.
- Include recommendations regarding technological enhancements that could potentially improve service and lower cost.
- Describe continuity of operations that safeguards pass data and services from damage or loss due to: failures in computers, servers, power, and communications; fire and water damage; earthquakes or other natural disasters; accidents; and attempts to sabotage; etc. Continuity of operations shall also include the ability to restore sales and administrative interfaces within 8 hours of a disruption of service.

- Propose the best practices and provide solutions for accomplishing pass sales and fulfillment of all passes.
- Identify areas of work to be subcontracted and how the subcontracted effort will be managed.

The plan and annual updates shall be submitted to the COTR for approval by September 1<sup>st</sup> of each subsequent year of the contract. The COTR will review the proposed plan and coordinate any revisions to be incorporated into the plan with the Contractor.

**h.3 Quality Control Plan.** The Contractor shall develop and annually update a Quality Control Plan. The Contractor shall provide a draft Quality Control Plan as part of their Technical Proposal that addresses all aspects of program operations, with a final version due 7 days after the kickoff meeting. The plan and annual updates shall be submitted to the COTR for approval by September 1<sup>st</sup> of each subsequent year of the contract. The COTR will review the proposed plan and coordinate any revisions to be incorporated into the plan with the Contractor.

## ***i. MARKETING AND COMMUNICATIONS***

**i.1 Marketing.** The Contractor shall provide, as part of their Technical Proposal, a high-level Strategic Marketing Approach. High-level goals include the following:

- Increasing the public's awareness of and interest in stewardship of public lands;
- educating the public concerning philanthropic, membership, and volunteer opportunities;
- increasing overall net revenues; and
- leveraging resources by working with Congressionally Authorized Foundations to develop specific marketing strategies and associated task orders.

Marketing strategies will be dynamic in nature and adjusted as trends and opportunities change. Specific marketing activities will be identified subsequent to contract award. The magnitude and nature of the marketing activities will be specified by the Government through task orders.

## ***j. OTHER TASKS AND DELIVERABLES***

**j.1 Kickoff Meeting.** The Contractor shall send appropriate representatives to participate in a kickoff meeting in Washington, DC no later than seven (7) days after contract award. The attendees and travel costs shall be approved in advance by the COTR.

**j.2 Project Review.** Participate in a project review in Washington, DC. Participants will be approved by the COTR in advance. Meetings

will occur semi-annually during the first year of the contract and annually during subsequent years. The Contractor shall be prepared to evaluate their progress and efficiency relative to the requirements of the contract.

**j.3 Required Travel.** The required travel will be for the kickoff meeting and project reviews as specified in the SOW. Any travel under this contract must be pre-approved in writing by the CO or COTR and in accordance with the Federal Travel Regulations. Additionally, travel costs shall bear no administrative fee.

**j.4 Contractor Changeover.** Should transition to a successor Contractor be necessary, all information and materials collected or produced on behalf of the Government shall be provided to the Government, including but not limited to databases, code, digital documents, graphics and photographs (analog or digital), printing masters, cards, brochures, envelopes, stationery, and designs. This includes information related to third party agreements. The Contractor shall cooperate with the Government and any successor contractors to facilitate a smooth transition. The Contractor shall provide all information and data in a format specified by the CO no later than 3 business days after the request for such information.

**j.5. Training.** Separate from the kickoff meeting, the Government will provide training and orientation materials to familiarize the Contractor with the requirements of the new pass. The Contractor shall ensure that customer service agents are properly trained throughout the period of performance of the contract.

#### **4. PERIOD OF PERFORMANCE AND DUE DATES**

##### **PERIOD OF PERFORMANCE**

*The initial contract period of performance is from date of award through August 31, 2007, and may be extended for four alternating one-year award term periods and one-year options equating to a potential contract life of approximately 9 years.*

##### **Quality Assurance and Award Term**

In addition to the Inspection/Acceptance under clause at FAR 52.212-4, the Government will evaluate the Contractor's performance in accordance with the performance indicators set forth in the Quality Assurance Surveillance Plan (QASP) in Attachment C. The parties may negotiate mutual changes to the QASP at any time during the course of the contract. Nothing in the QASP will excuse the Contractor from complying with the terms and conditions of the contract. Performance monitoring may be done according to standard inspection procedures or other contract provisions.

When an observation indicates unsatisfactory performance, the CO will notify the Contractor of the unsatisfactory performance immediately rather than waiting for the end of an evaluation cycle.

The initial contract period of performance is from date of award through August 31, 2007, and may be extended for four alternating one-year award term periods and one-year options:

- Base Period (BP): from date of award through August 31, 2007
- First award term: one additional year may be earned based on performance during BP
- First option: at the end of the first award term year, an option may be exercised at the Government's discretion
- Second award term: one additional year may be earned based on performance during the first option year.
- Second option: at the end of the second award term year, an option for one year of additional performance may be exercised at the Government's discretion
- Third award term: one additional year may be earned based on performance during the second option year
- Third option: at the end of the third award term year, an option for one year of additional performance may be exercised at the Government's discretion
- Fourth award term: one additional year may be earned based on performance during the third option year
- Fourth option: at the end of the third award term year, an option for one year of additional performance may be exercised at the Government's discretion

To earn an award term period, a favorable consolidated evaluation is required. A favorable consolidated evaluation consists of an "excellent" rating or average score of 75% or more of the total available points. There will be one performance evaluation during the base period and two performance evaluations during each award term and option year in accordance with the Evaluation Schedule. At the end of each award term and option year, contract performance evaluations will be averaged (i.e., added together and divided by the number of evaluations) to determine a consolidated score for the period. A favorable consolidated evaluation by the Government will obligate the Government to the extension of an award term period, contingent upon a continuing need, availability of funds, the Government's written acknowledgement via modification to the contract that an award term has been earned. The modification may be made unilaterally. The award term determination is final and cannot be appealed under the Disputes Act.

In the event that an award term is not earned, the Government may convert the award term to an option and exercise it at its discretion. Subsequent year anniversaries would then alternate between award terms and options, starting with an award term year as described above.

In no event will this contract be extended beyond a total of 9 years of performance. The Government retains the right to cancel an award

term period at no cost to the Government, when and if at any time, there is not a requirement for continued performance.

Evaluation cycles will be conducted and formally documented in accordance with the Evaluation Schedule in Attachment D. A meeting or teleconference will be held to discuss each evaluation and give the Contractor an opportunity to provide input. Based on these discussions, a copy of the final evaluation report will be provided to the Contractor.

**Award Term Approving Official** will be the CO, who will approve the composition of the team, review their recommendations, discuss the evaluation with the Contractor, approve the final performance rating, and decide whether the award term has been earned.

**Award Term Review Team Chairperson** will be the COTR, who will structure the team membership to provide representation that reflects all appropriate aspects of the contract performance and to provide membership that can adequately assess the Contractor's performance for the period being evaluated; lead the team in developing a consensus evaluation and in resolving significant differences in ratings; and document the basis for all evaluations.

**Award Term Review Team** will include members from NPS, BLM, FWS, BOR, a DOI Departmental level office, and FS. The team monitors and evaluates Contractor performance for the period under consideration, utilizing the factors set forth in the QASP, and formulates recommendations.

**DUE DATES – Please note that the Contractor shall not commence work until receipt of the Government's Delivery Order or Task Order.**

*The Contractor shall provide the following by the due dates specified below.*

**a. DESIGN OF PASSES AND COLLATERAL MATERIALS**

- 1) *The Contractor shall provide to the Government a schedule for design of collateral materials as part of the Project Implementation Plan. In subsequent years, the schedule shall be provided as part of the Annual Management Plan for the proceeding fiscal year (see Section 3.h).*
- 2) **Optional line-item.** *If the new pass design modifications optional CLIN is exercised, provide design modifications for the Annual Pass, the Volunteer Pass, and the open-top vehicle solution - Provide design modifications for that year's production cycle (provided that the Government exercises the option no later than August 1<sup>st</sup>) and each subsequent year's production cycle. Due dates for draft and final design modifications will be specified at the time the Government exercises this option.*

**b. MANUFACTURING**

- 1) Produce passes and all associated collateral materials, including the Annual Pass, Volunteer Pass, and a version of the Annual Pass for use with open-top vehicles - *Available for distribution no later than November 1, 2006. Subsequent due dates to be provided on Delivery Orders.*
- 2) Optional line-item. If the Lifetime Passes optional CLIN is exercised, produce both Lifetime Passes and all associated collateral materials - *Available for distribution no later than November 1, 2006, or 60 days after notification, whichever is later. Subsequent due dates to be provided on Delivery Orders.*
- 3) Inform the COTR of any problems with GPO operations that will result in a delay of one day or longer in shipping or producing passes and associated collateral materials - *No later than one business day after delay becomes apparent.*

**c. PASS SALES**

*All of the following systems, communications equipment, and software shall be in place, tested, and operational, no later than November 1, 2006, and shall continue through the Base Period and Award Terms/Option Periods as exercised by the Government.*

- Develop, provide, and maintain a secure full-service Internet site.
- Provide a secure web-based system for bulk orders that provides access for authorized users.
- Provide a portlet or portlets that are interoperable with other agencies' and/or other select organizations' portals such as Recreation.gov.
- Provide co-brand web-links for Government agencies and third party vendors.
- Implement requirements specific to information security (name capture, etc.).
- Establish a database of pass purchasers.

**d. FULFILLMENT**

Fulfillment of passes includes passes and associated collateral materials.

- 1) Ship passes ordered by individual customers through an Internet sales site - *No later than 5 business days of receipt of order from the customer.*
- 2) Ship bulk Annual Passes (including the open-top vehicle solution) to Federal recreation sites and third party vendors, and bulk Lifetime Passes to Federal recreation sites if the option is exercised - *No later than 5 business days of receipt of order from the customer.*

- 3) Ship Volunteer Passes to volunteers - *No later than 5 business days after receiving names and addresses of volunteers from the Government.*

**e. CUSTOMER CARE**

- 1) Optional line-item. If the telephone customer service and pass sales option is exercised by the Government, the Contractor shall provide this service - *In place, tested, and operational no later than 90 days after the Government exercises this option.*
- 2) Develop and implement procedures to handle inquiries that are not related to the new pass - *No later than December 1, 2006, and shall continue through the Base Period and Award Terms/Option Periods as exercised by the Government.*
- 3) Provide e-mail customer service for individual and bulk orders - *No later than December 1, 2006, and shall continue through the Base Period and Award Terms/Option Periods as exercised by the Government.*
- 4) Submit to the COTR a monthly report of all customer complaints and Contractor responses and corrections made - *Due the fifth of every month.*
- 5) Provide customer service in accordance with industry best practices including compliance with Americans with Disabilities Act and Limited English Proficiency requirements to serve populations of U.S. residents who may not speak English as a first language. Customer service shall also be able to serve and communicate with the key foreign national customer base. - *Shall begin no later than December 1, 2006, and shall continue through the Base Period and Award Terms/Option Periods as exercised by the Government.*

**f. THIRD PARTY SALES**

Establish portlets or co-branded links with third party websites - *No later than 30 days after final agreement with third party vendors and shall continue through the Base Period and Award Terms/Option Periods as exercised by the Government.*

**g. FINANCE AND INVENTORY MANAGEMENT, ACCOUNTABILITY, AND REPORTING**

- 1) Provide and maintain a system that ensures accountability for all finance, inventory, and management functions - *No later than November 1, 2006, and shall continue through the Base Period and Award Terms/Option Periods as exercised by the Government.*

FINANCE - *Systems shall be operational no later than November 1, 2006, and shall continue through the Base Period and Award Terms/Option Periods as exercised by the Government.*



- 2) Provide a means to accept and record all Government-accepted methods of payment (see Sections 3.g.2 and 3.g.3) through all Contractor-managed sales channels.
- 3) Deposit revenue collected by the Contractor directly into a U.S. Treasury account.
- 4) Process secure credit card or electronic check transactions in accordance with industry and Government processing standards.
- 5) Ensure that all credit card transactions are credited to the designated agency location code within U.S. Treasury.
- 6) Process, research, and resolve bank card chargeback issues in coordination with a designated Government finance office's procedures.
- 7) Optional line-item. Provide capability to accept payments via telephone - *Shall begin no later than 30 days after Government exercises this option and shall continue through the Base Period and Award Terms/Option Periods as exercised by the Government.*
- 8) Process refund requests - *The Contractor shall process refund requests within 5 business days of receipt of the request.*
- 9) Prepare an annual report that allows the Government to reconcile inventory with revenue deposited by agency and individual recreation sites - *No later than January 30 of each year.*
- 10) Develop and provide finance reports on a monthly basis - *Due the fifth of every month.*

#### INVENTORY

- 11) Provide a web-based reporting system that will be used by the Government to submit information as per Section 3.g - *Shall be established no later than November 1, 2006, and shall continue through the Base Period and Award Terms/Option Periods as exercised by the Government.*
- 12) Implement a system for disposal or destruction of expired or unused passes - *Shall be established no later than November 1, 2006, and shall continue through the Base Period and Award Terms/Option Periods as exercised by the Government.*
- 13) Federal fiscal year close out specifications - *Due date to be provided by the Government in sufficient time for the Contractor to complete this Task.*
- 14) Develop and provide inventory reports on a monthly basis - *Due the fifth of every month.*

#### ACCOUNTABILITY

- 15) Annual independent audits conducted on company operations and financial controls related to this contract - *No later than 30 days after close of each Federal fiscal year.*

### **h. MANAGEMENT PLANNING**

- 1) Project Implementation Plan - *Draft to be submitted with Technical Proposal with final due seven (7) days after the kickoff meeting. The Project Implementation Plan shall be updated every 14 days during the startup period through introduction of the new pass and submitted to the COTR.*

- 2) Annual Management Plan - Draft to be submitted with Technical Proposal with final due seven (7) days after the kickoff meeting. Starting in 2007, a revised Annual Management Plan shall be submitted October 1<sup>st</sup> of each year.
- 3) Quality Control Plan - To be submitted with Technical Proposal. Quality Control Plan shall be updated and submitted to the COTR October 1<sup>st</sup> of each year, starting in 2007.

**i. MARKETING** - Specific marketing activities and associated due dates will be identified subsequent to contract award. The magnitude and nature of the marketing activities will be specified by the Government through task orders.

**j. OTHER TASKS, DELIVERABLES, AND REPORTS**

- 1) The Contractor shall propose appropriate representatives and travel plans for approval by the COTR, for the kickoff meeting. The meeting shall occur in Washington, DC, no later than seven (7) days after contract award.
- 2) Participate in a project review in Washington, DC. Participants will be approved by the COTR in advance. Meetings will occur semi-annually during the first year of the contract and annually thereafter - Dates to be determined by the Government and sufficient notice provided to the Contractor.
- 3) Support a successor Contractor in the performance of this work in the event that a new Contractor is selected to perform follow-on services - Provide all information and data in a format specified by the CO no later than three (3) business days of the request for such information.
- 4) The Contractor shall ensure that customer service agents are properly trained - Shall be completed no later than November 1, 2006, and shall continue throughout the period of performance of the contract.

<b>5. BUSINESS RULES</b>
--------------------------

Additional business rules may be developed by the Government and incorporated into processes during detailed implementation planning.

**Annual Passes.** The full Government established price of the new pass shall be collected at the time of sale.

**Price of Passes.** The Government may establish policies for sale of bulk passes at wholesale rates established by the Government. Passes shall not be sold to individual members of the public at a price lower than the price established by the Government.

**Fulfillment to Federal Recreation Sites.** Passes shipped to Federal recreation sites may be ordered against existing delivery orders in quantities as low as 10 passes and as high as 10,000 passes.

**Fulfillment of Lifetime Passes.** Lifetime Passes shall be available to the public only at Federal recreation sites. If the Lifetime Passes optional CLIN is exercised, the Contractor shall ship all Lifetime Passes directly to Federal recreation sites.

**Shipping and handling costs for passes.** The Government may charge shipping and handling costs to those ordering passes.

**Shipping and handling costs for passes fulfilled to third party vendors.** Shipping and handling costs for passes fulfilled to third party vendors shall be negotiated between the Contractor and third party vendors.

**Commercial Use.** The new pass is valid for non-commercial use only.

**E-mail confirmation.** An e-mail confirmation notice shall be sent for each pass purchased on-line.

**Gift Purchases.** Annual Passes may be purchased as gifts for others.

**Pass Validation and Expiration.** The Annual Pass will be valid for a period of 12 months and shall be validated at the time of sale. Each Annual and Volunteer Pass will have an expiration date beyond which the new pass will no longer be validated or exchanged.

**Volunteer Passes.** Shipping and handling costs shall not be charged to individuals or Federal recreation sites receiving Volunteer Passes. Volunteer Passes shall be validated prior to shipment.

**Third Party Sales.** The Government will establish all third party sales policies and will approve all third party sales partners. Initially, substantial effort will be put into transitioning current third party agreements and ensuring that contracts and pass sales arrangements are consistent with new business rules and marketing guidelines.

**Fulfillment to Third Parties.** The cost of passes shipped to third parties must be paid in full up front. The Contractor shall negotiate reasonable shipping and handling costs to send bulk shipments to third party vendors pursuant to the terms of each third party agreement.

**Valid for Entrance and Standard Amenity Fees.** The new pass is valid for entrance and Standard Amenity Recreation Fees.

**Government Property.** All information and materials collected or produced on behalf of the Government will be Government property, including but not limited to databases, code, digital documents, graphics and photographs (analog or digital), printing masters, cards, brochures, envelopes, stationery, and designs. This includes information related to third party agreements.

**Retention of funds.** The Contractor shall not retain any funds collected on behalf of the Government.

**Bank Card Transactions**

- Provide for ability to accept bankcard payments;
- automatically match all Bank Card transactions (sales, refunds, charge backs, and any denials) received from the designated Bank(s), at the individual Credit/Debit card level;
- match all defaulted payments to the respective sale; and
- identify the reconciliation totals, and the detailed items, including matched transactions.

**Cash, Checks, Bank Checks, Money Order, Purchase Order Transactions**

- Provide systems to accept non-credit card payment methods (although these methods shall not be promoted) such as electronic check, bank check, purchase order, money order, cashiers check, and travelers check (personal paper checks shall not be accepted);
- automatically match all payment transactions to each sale; and
- match all defaulted payments to the respective sale.

**Upgrades.** Upgrades may occur when an individual purchases an entrance or standard amenity recreation fee or a site specific pass that is of lower value than the new pass and later decides to turn in the lower value item toward the purchase of a pass. Upgrades shall not be processed by the Contractor and may only be requested at Federal recreation sites.

**Refunds.** As a general rule, refunds are not allowed and will be initiated by the Contractor only in limited situations. Appropriate circumstances for refunds include but are not limited to:

- Occasions when a customer has purchased an Annual Pass via Internet or telephone, but did not receive it before departing for their trip (through no fault of their own), and purchased a second pass at a recreation site. Refunds for these passes shall only be made upon return of the original centrally purchased pass to the Contractor.
- Individuals who purchase an Annual Pass may be eligible for a refund if they were eligible at that time for a Senior or Access Pass. Refunds for Annual Passes issued in these circumstances will occur only at Federal recreation sites.

The Contractor shall process refund requests within 5 business days. The Contractor shall resolve all credit card refunds. Any request for refunds requiring payment other than to a credit card shall be forwarded to a designated Government finance office with detailed customer and transaction information to allow for processing and electronic payment.

**Lost, Stolen, and Forgotten Passes.** A pass owner who arrives at a Federal recreation site and is not in possession of his or her pass will not be allowed free admission to the site. Refunds shall not be issued for passes that are lost or stolen.

**Individual Pass Sales.** The Government may establish limits on the number of passes purchased by an individual and/or during a single transaction.

**Transaction Data.**

Transaction data includes but is not limited to:

- Transaction date
- Sales channel
- Method of payment
- Amount of transaction
- Shipping information

**Customer Data**

Customer data includes but is not limited to:

- Customer name, address, telephone number, and e-mail address (if available);
- name of customer who will use the new pass (if different from the customer who pays for the new pass); and
- customer identification number.

<b>6.     DEFINITIONS</b>
---------------------------

<b>Agency</b>	The Bureau of Land Management (BLM), Bureau of Reclamation (BOR), Fish and Wildlife Service (FWS), and National Park Service (NPS) under the Department of the Interior (DOI); the U.S. Forest Service (FS) under the Department of Agriculture; and the Army Corps of Engineers.
<b>Bulk sales</b>	Passes fulfilled to Federal recreation sites and authorized third parties.
<b>Closed-top Vehicle</b>	A vehicle that is generally able to be secured as to its contents.
<b>Co-brand</b>	Vendor is provided an individual hyperlink code that directs their customers into a Contractor-managed dual-logo pass order page.
<b>Collateral Materials</b>	Materials that provide additional information about the new pass, its use, and recreation opportunities on public lands.
<b>Congressionally Authorized</b>	The National Fish and Wildlife Foundation, the National Forest Foundation, and the National Park Foundation.

## **Foundations**

<b>Entrance Fee</b>	Fees for admission to National Park Service and Fish and Wildlife Service units.
<b>Expanded Amenity Fee</b>	Fees for activities such as camping, day use, boat launch, special interpretive tours, cabins, RV hookups, and beach access.
<b>Federal Lands Recreation Enhancement Act</b>	The Federal Lands Recreation Enhancement Act ("REA" or "the Act") ( <a href="http://www.doi.gov/initiatives/Recreational%20FeeLanguage.pdf">www.doi.gov/initiatives/Recreational%20FeeLanguage.pdf</a> ), enacted in December 2004, provides a ten-year recreation fee authority to the Secretaries of the Interior and Agriculture. REA authorizes the establishment of "The National Parks and Federal Recreation Lands Pass."
<b>Fulfillment</b>	Shipping and handling of passes and collateral materials to Federal recreation sites, individuals, and third party vendors.
<b>Lifetime Passes</b>	<p>Lifetime Passes are:</p> <ul style="list-style-type: none"><li>a) the Senior Pass, issued to seniors who are age 62 and older and</li><li>b) the Access Pass, issued to persons who have a permanent disability that substantially limits one or more major life activities.</li></ul> <p>Lifetime Passes will be issued to U.S. Citizens or permanent residents only.</p>
<b>Open-top Vehicle</b>	A vehicle that is generally not secured, i.e., convertible, jeep, or motorcycle (does not include load-bearing animals such as horses or burros).
<b>Printing and Production</b>	Manufacturing of all pass versions including the open-top vehicle solution and the Lifetime Passes (if this optional CLIN is exercised), and all collateral materials (including a means of displaying passes in closed-top vehicles).
<b>Standard Amenity Fee</b>	Fees for use of Forest Service, Bureau of Land Management, and Bureau of Reclamation recreation sites that meet specific minimum criteria as defined in REA.
<b>Unstaffed Recreation Fee Sites</b>	Unstaffed recreation sites do not have regularly staffed entrance stations. Visitors may be asked to post proof of payment on a vehicle dashboard or rearview mirror.
<b>Validation</b>	For passes with limited duration (e.g., Annual Passes), a means of indicating to fee collectors when an individual pass-holders' pass will expire. For example, an Annual Pass "validated" in October 2007 is in effect through

October 2008.

## **7. GOVERNMENT FURNISHED INFORMATION AND ASSISTANCE**

Unless otherwise specified, all information and assistance will be provided at the kickoff meeting.

**Price of the New pass.** The price at which the Annual Pass will be sold to customers will be provided by the Government.

**Designs for the New Pass.** The Government will provide the design for the following pass versions:

1. Annual Pass
2. Volunteer Pass
3. Senior Lifetime Pass for persons age 62 or older (only if Optional CLIN is exercised (Section 3.b.1))
4. Access Lifetime Pass for persons with disabilities (only if Optional CLIN is exercised (Section 3.b.1))
5. Open-top vehicle solution

**Information on Collateral Pass Materials.** The Government will provide all mandatory information that is to be included in collateral materials.

**Images for the Annual Pass.** The image for each year's Annual Pass will be provided each year by the Government.

**Transitional Information.** Information for transition from existing pass program (e.g., database of pass purchasers) will be provided by the Government.

**Training.** Separate from the kickoff meeting, the Government will provide training and orientation materials to familiarize the Contractor with the requirements of the new pass. The Government will specify the date and location of trainings.

**Customer Service References.** The Government will provide reference materials and phone numbers of Government contacts. Prior to e-mail customer service becoming operable, the Government will provide reference sources for use regarding customer requests, comments, and inquiries that fall outside the Contractor's scope of work.

**Bank Card Processing.** The Government will provide Contractor access to a designated bankcard processing service that will provide authorizations at no cost to the Contractor.

**Cash Management.** The Government will provide financial management services for the new pass through the designated accounting office.

**Server Site Name.** The Government will provide a domain name and URL for Internet pass sales.

**Toll-Free Numbers.** The Government will provide separate toll-free numbers for toll-free sales, customer service, field support, and TDD lines.

**Federal Recreation Sites and Third Party Partners.** The Government will provide third party marketing guidelines, business rules for third parties, a list of Federal recreation sites where the new pass will be sold, and a list of current third party partners.

**Names and Contact Information of Authorized Personnel.** The Government will provide names and contact information for those who shall have access to the Contractor's financial and inventory management system (including for the purpose of placing orders against existing delivery orders for bulk fulfillment to Federal recreation sites).

## **8. LIST OF REPORTS**

The Contractor shall provide a flexible reporting and tracking function including:

### Financial Reports. For example:

- Payments received, refunds requested, refunds paid, net sales, and payments due;
- daily revenue deposited to U.S. Treasury accounts itemized by source; and
- a report that allows the Government to reconcile inventory with revenue deposited by agency and individual recreation sites.

### Statistical Reports. For example:

- Serial numbers and quantities of each pass produced, including those fulfilled, destroyed, damaged, invalidated, and returned;
- number and types of passes sold and shipped, in total, and by category (e.g., to Federal recreation sites, to individuals, and to third parties); and
- location to which each pass was shipped.

### Inventory Reports. For example:

- Shipping data (e.g., dates orders were placed and shipped, shipping costs, shipping locations);
- Telephone center statistics (automated call handling statistics, number of sales, sales revenue, and costs associated with the telephone center); and
- Internet statistics (such as number of passes sold, sales revenue, number of hits).



Where applicable, reports shall be broken down by agency, by any other entity selling the new pass, and shall provide cumulative totals for designated time periods.

The Contractor shall track and record all customer complaints and compile and submit a monthly report of complaints, responses, and corrections made.

After award, the Government will identify a list of standard reports for the Contractor to provide on a regular basis. The Government shall have secure web-based access to the Contractor's database to generate reports.

## ATTACHMENTS

- A. List of Laws, Regulations, and Policies
- B. Relevant Data
- C. Quality Assurance Surveillance Plan
- D. Evaluation Schedule
- E. Draft Notice of a New System of Records Notice
- F. Subcontracting Plan Outline

## ATTACHMENT A

### LIST OF LAWS, REGULATIONS, AND POLICIES

The table below identifies some of the laws, regulations, and policies with which the Contractor must comply in performance of this contract.

Law/Reg./Policy	Affects What?	Requirement
Americans with Disabilities Act of 1990	Layout/Design (Related to the Rehabilitation Act requirements)	The regulations and guidance under the ADA are helpful to Federal agencies seeking to comply with Sections 501 and 504 of the Rehabilitation Act. The ADA requires employers to provide qualified individuals with disabilities an equal opportunity to benefit from the full range of employment-related opportunities available to others. To the extent that an employee's job may depend on web accessible information, reasonable accommodations must be made so that the employee can conduct their job.
Title IV of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and Executive Order 13166 "Improving Access for Persons with Limited English Proficiency."	Customer Care (access to services provided by the contractor)	Agencies are directed to examine the services they provide and develop and implement a system by which Limited English Proficiency persons can meaningfully access those services consistent with, and without unduly burdening the agency mission.
Children's Online Privacy Protection Act of 1998	Information Collection	It may be unlawful for an operator of a website to collect personal information from a child. (There is a series of restrictions and exceptions.)
E-Government Act of 2002	Information Collection and Information Dissemination	The Act promotes use of the Internet and other information technologies to increase opportunities for citizen participation in Government and promotes the use of the Internet and emerging technologies within and across Government agencies to provide citizen-centric Government information and services. By December 17, 2004, it requires agencies to create a process for deciding what information gets posted online.

Electronic Freedom of Information Act (EFOIA) Amendments of 1996 (P.L. 104-231, or "E-FOIA," 5 USC 552)	Affects release of information	Requirement: Established very specific requirements for Federal agencies to make certain information available in electronic format, including publishing to the Internet. The legislative history makes clear the Congressional intent that Federal agencies be pro-active in delivering to the public electronically formatted information that is clearly of general public interest.
Electronic Signatures in Global and National Commerce Act ("ESIGN")	Information Collection and Information Dissemination	E-SIGN eliminates legal barriers to use of electronic technology to form and sign contracts, collect and store documents, and send and receive notices and disclosures.
Federal Electronic Authentication Policy	Information Security and Technology	This policy sets forth principles on the use of electronic authentication techniques, including digital signatures for Federal payment, collection, and collateral transactions conducted over open networks such as the Internet. This policy applies to applications that use open networks, including the Internet, since access to these networks is unrestricted and Federal users and trading partners must be authenticated accordingly.
Federal Information Security Management Act of 2002 (reauthorized and amended GISRA)	Information Security	Requires attention to IT security in all agency applications, and accountability to OMB and Congress. It requires: (a) "Standards to be used by all agencies to categorize all information and information systems" according to risk levels. (b) "Guidelines recommending the types of information and systems" for each risk category. (c) "Minimum information security requirements" for information and systems in each category. (d) An Interconnection Security Agreement, if interfaces are required.
FIPS Publication 199, Standards for Security Categorization of Federal Information and Information Systems -	Affects information security	Requirement: This publication establishes security categories for both information and information systems. The security categories are based on the potential impact on an organization should certain events occur which jeopardize the information and information systems needed by the organization to accomplish its assigned mission, protect its assets, fulfill its legal

		responsibilities, maintain its day-to-day functions, and protect individuals. Security categories are to be used in conjunction with vulnerability and threat information in assessing the risk to an organization.
FIPS Publication 200 (First Public Draft), Minimum Security Requirements for Federal Information and Information Systems	Affects information security	Requirement: FIPS Publication 200 specifies minimum security requirements for information and information systems supporting the executive agencies of the Federal Government and a risk-based process for selecting the security controls necessary to satisfy the minimum security requirements.
Freedom of Information Act [Electronic Freedom of Information Act Amendments of 1996 (EFOIA)]	Information Dissemination	The Freedom of Information Act establishes a presumption that records in the possession of agencies and executive departments of the U.S. Government are accessible to the people. The statute requires Federal agencies to provide the fullest possible disclosure of information to the public. Together with the Privacy Act, the FOIA restricts the improper disclosure of personal information and provides for civil remedies where an individual's rights have been violated.
Government Paperwork Elimination Act [OMB Memo M-00-10, Implementation of the Government Paperwork Elimination Act]	Information Collection	Agencies should make all transactions electronic when practicable, by October 2003. Along with the Electronic Signatures in Global and National Commerce Act, it creates legal framework for online commerce. The Act specifically states that electronic records and their related electronic signatures are not to be denied legal effect, validity, or enforceability merely because they are in electronic form, and encourages Federal Government use of a range of electronic signature alternatives.
HSPD-12, Policy for a Common Identification Standard for Federal Employees and contractors	Affects information security	Requirement: "Secure and reliable forms of identification" for purposes of this directive means identification that (a) is issued based on sound criteria for verifying an individual employee's identity; (b) is strongly resistant to identity fraud, tampering, counterfeiting, and terrorist exploitation; (c) can be rapidly authenticated electronically; and (d) is issued only by providers

		whose reliability has been established by an official accreditation process. The Standard will include graduated criteria, from least secure to most secure, to ensure flexibility in selecting the appropriate level of security for each application. The Standard shall not apply to identification associated with national security systems as defined by 44 U.S.C. 3542(b)(2).
Financial Systems Integrations Office (FSIO) - Inventory (formerly known as JFMIP)	Records Management	Inventory, Supplies, and Materials System Requirements (exposure draft - April 1, 2003). The Financial Systems Integrations Office (FSIO) is a joint undertaking of the U.S. Department of the Treasury, Government Accountability Office (GAO), Office of Management and Budget (OMB), and Office of Personnel Management (OPM), working in cooperation with one another, with other agencies, and with the private sector, to improve financial management in the Federal Government. The program was given statutory authorization in the Budget and Accounting Procedures Act of 1950 (31 U.S.C. 65). Leadership and program guidance are provided by the four principals of FSIO: Comptroller General of the United States, Secretary of the Treasury, Director of OMB, and Director of OPM.
National Archives and Records Administration (NARA) in 36 CFR 1220 et seq. and Records Administration, "Draft - NARA Guidance on Managing Web Records," July 18, 2003.	Information Security and Records Management	Recordkeeping requirements - Records (including websites) made or received by an agency of the U.S. Government under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the Government or because of the informational value of the data in them (44 U.S.C. 3301). Each record series must be scheduled for appropriate disposition. Electronic records should be managed in ways that link records to their disposition authority, within the context of a recordkeeping system. The definition of records that will be covered will not only encompass websites that are used to carry out

		agency business, but will also govern documentation accumulated in connection with web site management and operations (e.g., logs documenting what was posted on a site, files relating to web site design, records that track usage). Web content, even if available in other forms, is a Federal record will also be subject to the NARA requirements.
NIST SP 800-53, Recommended Security Controls for Federal Information Systems	Affects information security	Requirement: The purpose of this publication is to provide guidelines for selecting and specifying security controls for information systems supporting executive agencies of the Federal Government. The guidelines apply to all components of an information system that process, store, or transmit Federal information. The guidelines have been developed to help achieve more secure information systems within the Federal Government.
OMB A-123 Management Accountability	Records Management	This Circular provides guidance to Federal managers on improving the accountability and effectiveness of Federal programs and operations by establishing, assessing, correcting, and reporting on management controls.
OMB Circular A-11, Part 7, Planning, Budgeting, Acquisition, and Management of Capital Assets	Affect capital planning	Requirement: Part 7 (Section 300) of this Circular establishes policy for planning, budgeting, acquisition and management of Federal capital assets, and provides instructions on budget justification and reporting requirements for major acquisitions and major IT systems or projects. OMB provides procedural and analytic guidelines for implementing specific aspects of these policies as appendices and supplements to this Circular and in other OMB Circulars. For information technology, this is a companion Section to Section 53.
OMB Circular A-127 - Inventory Control	Records Management	OMB Circular A-127 prescribes policies and standards for executive departments and agencies to follow in developing, operating, evaluating, and reporting on financial management systems, including inventory management and control systems. This compliance item reflects the portion of A-127 concerned with inventory management and control.
OMB Circular A-	Information	This Circular establishes policy for

130	Collection, Information Security, Procurement	the management of Federal information resources. (a) Federal Agency Responsibilities for Maintaining Records About Individuals (b) Implementation of the Government Paperwork Elimination Act (c) Security of Federal Automated Information Resources
OMB Memo, "Privacy Policies and Data Collection on Federal Web Sites," June 22, 2000	Information Collection	Agencies are to post clear privacy policies on agency principal websites, as well as at any other known major entry points to sites, and at any web page where substantial amounts of personal information are posted. Privacy policies must be clearly labeled and easily accessed when someone visits a web site.
Paperwork Reduction Act of 1995	Information Collection	The PRA requires agencies and OMB to ensure that information collected from the public minimizes burden and maximizes practical utility. It also sets the overall framework for OMB oversight of information processing and IT. The Act requires that agencies obtain OMB approval before requesting most types of information from the public. "Information collections" include forms, interview, recordkeeping requirements, and a wide variety of other things.
Privacy Act of 1974 as amended [Computer Matching and Privacy Protection Amendments of 1990]	Information Collection and Information Dissemination	Continues to be the foundation of Federal policy for protecting and sharing personal information. Establishes certain controls over what personal information is collected by the Federal Government and how it is used. It applies to records about individuals maintained by agencies in the Federal Government. It applies only if the records are in a "System of Records," which means they can be retrieved by an individual's name, social security number, or some other personal identifier. The Act also permits an individual to gain access to most personal information maintained by Federal Agencies and to request amendments to his/her records.
Rehabilitation Act of 1973, Section 508 [strengthened in Workforce Investment Act	Layout/Design and Technology	Section 508 ensures accessibility for all and sets web page standards. The criteria for web-based technology and information are based on access guidelines developed by the Web Accessibility Initiative of the World



of 1998]		Wide Web Consortium. The standards do not prohibit the use of web site graphics or animation. Instead, the standards aim to ensure that such information is also available in an accessible format. Generally, this means use of text labels or descriptors for graphics and certain format elements. (HTML code already provides an "Alt Text" tag for graphics which can serve as a verbal descriptor for graphics). This Section also addresses the usability of multimedia presentations, image maps, style sheets, scripting languages, applets and plug-ins, and electronic forms.
----------	--	--

## ATTACHMENT B

### RELEVANT DATA

The data below represent the best available information at the time this SOW was prepared and is not necessarily reflective of future conditions.

As of September 30, 2004, there were 32 FWS sites, 28 BLM fee sites, 150 NPS fee sites, and 1,400 FS fee sites that accepted passes for standard amenity or entrance fees.

More than 85% of annual passes are sold directly to the public at Federal recreation sites. Approximately 5% of annual passes are sold through the Contractor's internet sales channel, less than 1% are sold through the Contractor's contact center, and approximately 8% are sold through various third party sales channels (see Tables 1 and 2 below).

<b>Table 1. Number of passes sold and issued</b>		
<b>Type of Pass</b>	<b>2004</b>	<b>2005</b>
National Parks Pass	403,426	460,000
Golden Eagle	51,881	53,663
Golden Age	373,055	385,424
Golden Access	79,549	74,295

<b>Table 2. 2004 Sales of the National Parks Pass by sales channel (number of passes sold or issued)</b>					
<b>Year</b>	<b>Park Sales</b>	<b>Contractor's Internet sales</b>	<b>Third Party</b>	<b>Call Center</b>	<b>Total</b>
<b>2004</b>	<b>342,924</b>	<b>21,586</b>	5,092 co-brand website + 30,443 retail <b>35,525 total</b>	<b>3,391</b>	<b>403,426</b>
<b>2005</b>	<b>397,286</b>	<b>24,457</b>	5,162 co-brand website + 30,500 retail <b>35,662 total</b>	<b>2,595</b>	<b>460,000</b>

Table 3 shows the percentage of centrally sold National Park Passes that were mailed regular U.S. mail, FedEx two-day, and internationally.

<b>Table 3. National Park Pass Internet and call center sales by shipment type</b>	
<b>Shipment type</b>	<b>Percent of Passes</b>
Regular U.S. Mail (domestic)	85%
FedEx two-day (domestic)	10%
International	5%

Award of passes to Federal recreation site volunteers is allowed by the Act. Currently there is no equivalent program to issue passes to volunteers. The Government estimates that approximately 22,500 volunteers per year will receive and utilize Volunteer Passes beginning in 2008 (a smaller number of volunteers will receive Volunteer Passes in 2007 as the program comes on-line).

The number of third parties that the agencies currently have pass sale partnership agreements with, or that the agencies estimate that they will have agreements with in the near future, are provided in Table 4 below. The Contractor shall fulfill passes directly to "Bulk Shipment Third Parties," while "Local Third Parties" will receive passes directly from Federal recreation sites, and these sites will be responsible for ordering passes for "Local Third Parties" from the Contractor. During the base period the contractor may need to develop approximately 100 third party bulk shipment pass sales agreements (as per Table 4) and approximately 60 third party co-brand pass sales agreements.

<b>Table 4. Estimated number of third party pass sales partnerships</b>		
<b>Agency</b>	<b>Bulk Shipment Third Parties</b>	<b>Local Third Parties</b>
<b>BLM</b>	0	5
<b>NPS</b>	51	83
<b>FS</b>	approx. 50	< 150
<b>FWS</b>	< 10	approx. 75-100

The open-top vehicle pass solution will primarily be used at unstaffed areas under the jurisdiction of BLM and FS. Approximately 50,000 open-top vehicles utilize these fee areas annually. Of these, some would access the areas using regional or local passes or by paying day-use fees, and some would use the open-top vehicle pass solution.

Table 5 provides the numbers of bulk pass orders of various sizes sent during 2005 to National Park units and the percent of total orders that they represent.

<b>Table 5. National Park Pass bulk shipments to Federal Recreation Sites in 2005</b>		
<b>Number of Passes/Order</b>	<b># of Orders</b>	<b>% of Orders</b>
10-100	165	46%
101-500	78	21%
501-1000	32	9%
1001-2000	29	8%
2001-5000	40	11%
> 5000	17	5%
TOTAL	361	100%

The Act can be found at:

[www.doi.gov/initiatives/Recreational%20FeeLanguage.pdf](http://www.doi.gov/initiatives/Recreational%20FeeLanguage.pdf). For information on existing passes, visit <http://www.recreation.gov/recpass.cfm>. Detailed information on visitation, fee revenues (including National Park Pass sales) can be found in the annual Recreation Fee Demonstration Program reports to Congress (see <http://www.doi.gov/nrl/Recfees/RECFEESHOME.html>). Additional information on the Federal Lands Recreation Enhancement Act can be found at: [http://www.doi.gov/initiatives/recreation\\_feeprogram.html](http://www.doi.gov/initiatives/recreation_feeprogram.html).

## ATTACHMENT C

### QUALITY ASSURANCE SURVEILLANCE PLAN

#### 1. PROGRAM MANAGEMENT

##### A. Performance Indicators:

- (1) **Excellent Performance:** The Program Manager is very responsive to the CO and COTR, and is knowledgeable in all aspects of the Pass Program. Calls from the CO and COTR are responded to immediately. Program Manager attends all meetings. Key Personnel are dedicated, always available, and knowledgeable in specific areas of the program. The Annual Management Plan and Quality Control Plan are exceptional, well documented, and on schedule or ahead of schedule. The Program Manager ensures that work is always performed in accordance with established schedules and budgets. Communications by the Program Manager and Key Personnel are proactive, frequent, clear, and effective in keeping the Government informed about all aspects of the Contractor's performance. All product quality is constantly monitored. The Program Manager and Key Personnel frequently anticipate problems, and deal with them with exceptional promptness and in an efficient manner. Financial accounting and other reports are always timely and completely without error. All external audits are "clean" or unqualified. Through the Program Manager's superior management and delivery of superior services and products, the Pass program is regarded as a model program within the industry and Government.
- (2) **Satisfactory Performance:** The Program Manager is responsive to the CO and COTR, and is knowledgeable in most aspects of the Pass Program. Calls from the CO and COTR are responded to within 24 hours. Program Manager attends most meetings. Key Personnel are dedicated, available, and knowledgeable in most areas of the program. The Annual Management Plan and Quality Control Plan are satisfactory and on schedule. The Program Manager ensures that work is generally performed in accordance with established schedules and budgets. The CO is kept informed about the program by the Program Manager and Key Personnel in a timely, clear and effective manner. Product quality is monitored. The Program Manager and Key Personnel often anticipate problems, and deal with them with promptly. Financial accounting and other reports are generally timely and contain few errors. External audits

contain few exceptions or adverse findings; necessary corrective action is taken immediately.

- (3) **Unsatisfactory Performance:** The Program Manager is not responsive to the CO and COTR, and is not knowledgeable in most aspects of the Pass Program. Calls from the CO and COTR are not answered. Program Manager does not attend many meetings. Key Personnel are not dedicated, available, or knowledgeable in most areas of the program. The Annual Management Plan and Quality Control Plan are incomplete and/or behind schedule. The Program Manager does not ensure that work is performed in accordance with established schedules and budgets. The Government is not kept informed about the program by the Program Manager or Key Personnel. Product quality is not properly monitored. The Program Manager and Key Personnel rarely anticipate problems, and consistently fail to deal with them appropriately. Financial accounting and other reports are not delivered or are error-ridden. External audits identify substantial mismanagement, financial irregularities, or other serious problems.

B. **Primary Methods of Surveillance:** Government business records, customer complaints

C. **Evaluation Procedures:** Evaluation of the Contractor's performance under Program Management will be documented as follows:

	PROGRAM MANAGEMENT - 90 POINTS POSSIBLE	U	S	E	Unweighted Score	Weighting Factor	Weighted Score
1.	Overall management of the contract by the Program Manager					3	
2.	Availability and knowledge of Program Manager					1	
3.	Availability and knowledge of Key Personnel					1	
4.	Quality of Contractor's Annual Management Plan and Quality Control Plan					1	
5.	Timeliness and accuracy of financial reports					1	
6.	Timeliness and accuracy of all other reports					1	
7.	External audits and reviews					1	
	<b>Total score</b>						
	<b>Percentage of possible points</b>						

*U - Unsatisfactory, 0-3 points*

*S - Satisfactory, 4-7*

*E - Excellent, 8-10 points*

**Narrative Comments:**

**Overall Rating:**\_\_\_\_\_ (fill in Excellent, Satisfactory,  
or Unsatisfactory)

## 2. DESIGN, PRODUCTION AND DISTRIBUTION

### A. Performance Indicators:

- (1) **Excellent Performance:** Designs for passes and collateral materials meet all contract specifications, are well-conceived, attractive, and fully functional, and require little rework before Government approval. Printing specifications are clear and timely delivered to the Government Printing Office (GPO). Contractor attends press checks, and otherwise works cooperatively with the GPO or their Contractor to ensure quality products. All passes and collateral materials are printed in accordance with the contract, and conform to requirements in every detail. They are made from materials of excellent quality and evidence superior workmanship. All bulk shipments (to Government customers or third party vendors) are properly packaged, marked, and shipped. All bulk orders are filled within 5 business days from receipt of order. All individual sales are fulfilled within 5 business days from the date of sale and are accompanied by appropriate collateral materials. The Contractor is proactive in recommending improvements.
- (2) **Satisfactory Performance:** Designs for passes and collateral materials meet all contract specifications, are fully functional, and require multiple reworks before Government approval. Printing specifications require rework before the GPO can proceed with printing. Contractor coordinates with GPO minimally or with prodding; DOI intervention is occasionally necessary. Most passes and collateral materials are printed in accordance with the contract, and generally conform to specifications. Most bulk shipments (to Government customers or third party vendors) are properly packaged, marked, and shipped. Most bulk orders are filled within 5 business days from receipt of order. Most individual sales are fulfilled within 5 business days from date of sale and are accompanied by appropriate collateral materials.
- (3) **Unsatisfactory Performance:** Contractor exhibits a lack of understanding of the Pass Program. Designs do not conform to contract specifications, and require substantial Government effort to make them approvable. DOI must repeatedly intervene between the Contractor and GPO or its Contractor. Passes and collateral materials do not conform to specifications and are not functional or do not serve the intended purpose. Bulk shipments (to Government customers and third party vendors) are badly packaged, mismarked, or shipped to an incorrect address. Bulk orders are



not fulfilled on a timely basis. Individual sales are not fulfilled properly or on a timely basis.

B. **Primary Methods of Surveillance**: Government business records, sampling, and customer complaints

C. **Evaluation Procedures**: Evaluation of the Contractor's performance under Pass Design, Production, and Distribution will be documented as follows:

	DESIGN, PRODUCTION, AND DISTRIBUTION - 70 POINTS POSSIBLE	U	S	E	Unweighted Score	Weighting Factor	Weighted Score
1.	Pass and collateral materials design					1	
2.	Working relationship with GPO					1	
3.	Quality of workmanship					1	
4.	Quality of bulk shipments' delivery (packaging, marking, shipping)					1	
5.	Timeliness of bulk shipments					1	
6.	Timeliness of fulfillment of individual Pass sales					1	
7.	Enhancements to the manufacturing or delivery process are effective and efficient					1	
Total score							
Percentage of possible points							

*U - Unsatisfactory, 0-3 points*

*S - Satisfactory, 4-7*

*E - Excellent, 8-10 points*

**Narrative Comments:**

**Overall Rating:**\_\_\_\_\_ (fill in Excellent, Satisfactory, or Unsatisfactory)

3. CUSTOMER SUPPORT

A. Performance Indicators:

- (1) **Excellent Performance:** The Contractor has a competent, knowledgeable, and dedicated staff that is fully conversant with the Pass Program. The staff is always available to respond to Government, third party vendor, and public inquiries in a knowledgeable, professional and courteous manner. All information provided to customers is current, accurate and complete. The Customer Contact Center has an organized and well documented method to maintain a record of contacts, as well as a record of complaints and their disposition. An attractive, user-friendly website is available 24 hours a day, 7 days a week (except for minimal scheduled downtime) and is kept up-to-date. A secure, state-of-the-art online ordering system is operational and is easy for users to operate. Procedures for returns and special handling are clearly explained, posted to the website, and followed. Customer (both Government and non-Government) complaints are always reported to the COTR as specified in the contract. Few or no customer complaints are received, and all are resolved expeditiously.
- (2) **Satisfactory Performance:** The Contractor has a knowledgeable and dedicated staff that is conversant with the Pass Program. The staff usually responds to inquiries in a knowledgeable, professional and courteous manner. Information provided to customers is usually current, accurate and complete. The Customer Contact Center maintains a record of contacts, as well as a record of complaints and their disposition. A functional website is kept up-to-date and is available much of the time. A secure online ordering system is operational. Procedures for returns and special handling are implemented and publicized. Customer (both Government and non-Government) complaints are generally reported to the COTR. Many customer complaints are received, and are adequately resolved with Government assistance.
- (3) **Unsatisfactory Performance:** The Contractor does not have a knowledgeable and dedicated staff that is conversant with the Pass Program. The staff does not respond to inquiries in a knowledgeable, professional and courteous manner. Information provided to customers is not current, accurate or complete. The Customer Contact Center does not maintain a record of contacts, or of complaints and their disposition. The

website is not kept up-to-date, contains errors, is not available much of the time, and is not user-friendly. The online ordering system is not operational. Procedures for returns and special handling are not implemented or publicized. Customer (both Government and non-Government) complaints are not reported to the COTR. A lot of customer complaints are received, and must be resolved by Government personnel.

B. **Primary Methods of Surveillance:** Customer complaints, customer surveys, sampling.

C. **Evaluation Procedures:** Evaluation of the Contractor's performance under Customer Service will be documented as follows:

	CUSTOMER SUPPORT - 70 POINTS POSSIBLE	U	S	E	Unweighted Score	Weighting Factor	Weighted Score
1.	Competence and attitude of staff					1	
2.	Availability of staff to respond to inquiries					1	
3.	Quality of information provided					1	
4.	Communication system					1	
5.	Overall quality and maintenance of Pass Program website					1	
6.	Functionality of online ordering					1	
7.	Quantity of customer complaints and quality of resolution					1	
	<b>Total score</b>						
	<b>Percentage of possible points</b>						

*U - Unsatisfactory, 0-3 points*

*S - Satisfactory, 4-7*

*E - Excellent, 8-10 points*

Narrative Comments:

**Overall Rating:**\_\_\_\_\_ (fill in Excellent, Satisfactory, or Unsatisfactory)

#### 4. MANAGING RELATIONSHIPS

##### A. Performance Indicators:

- (1) **Excellent Performance:** The Contractor demonstrates a genuine commitment to the success of the Recreation Pass Program and support for the stewardship of national recreation lands. The Contractor fully collaborates with the Congressionally Authorized Foundations to develop a coordinated and effective marketing strategy. Marketing success is obviously demonstrated through measurable performance metrics to be determined after award. The Contractor coordinates management of third party vendor relationships with the three Foundations and the Government. All third party agreements conform to the guidelines issued by the Government. The Contractor is proactive in recommending improvements to both marketing and collateral materials.
  - (2) **Satisfactory Performance:** The Contractor coordinates its marketing strategy with the Congressionally Authorized Foundations. Moderate marketing success is demonstrated through measurable performance metrics to be determined after award. The Contractor coordinates management of some third party vendor relationships with the three Foundations and the Government. Most third party agreements conform to the guidelines issued by the Government.
  - (3) **Unsatisfactory Performance:** The Contractor does not demonstrate any commitment to the success of the Pass Program or support for the stewardship of national recreation lands. The Contractor does not consult or cooperate with the Congressionally Authorized Foundations. Marketing is not successful. The Contractor fails to coordinate management of third party vendor relationships with the three Foundations or the Government. Third party agreements do not conform to guidelines issued by the Government.
- B. **Primary Methods of Surveillance:** Sampling, reports of performance measures, customer and stakeholder complaints,
- C. **Evaluation Procedures:** Evaluation of the Contractor's performance under Marketing and Collateral Materials will be documented as follows:

	<b>MANAGING RELATIONSHIPS - 40 POINTS POSSIBLE</b>	<b>U</b>	<b>S</b>	<b>E</b>	<b>Unweighted Score</b>	<b>Weighting Factor</b>	<b>Weighted Score</b>
1.	Relationship with Foundations					1	
2.	Relationship with public (i.e., marketing success)					1	
3.	Relationship with third party vendors					1	
4.	Quality of third party vendor agreements					1	
	<b>Total score</b>						
	<b>Percentage of possible points</b>						

*U - Unsatisfactory, 0-3 points*

*S - Satisfactory, 4-7*

*E - Excellent, 8-10 points*

**Narrative Comments:**

**Overall Rating:**\_\_\_\_\_ (fill in Excellent,  
Satisfactory, or Unsatisfactory)

## ATTACHMENT D

### EVALUATION SCHEDULE

#### Base Period

Contract award - Start base period  
May 2007 - End base period evaluation cycle  
June 2007 - Start first evaluation cycle for first award term on 1<sup>st</sup>  
- Base period evaluation cycle report due by 15<sup>th</sup>  
- Base period consolidated report and decision on exercise of award term due by 25<sup>th</sup>  
- Modify contract by 30<sup>th</sup>  
August 31<sup>st</sup>, 2007 - End of base period

#### First Award Term Year

September  
October  
November - End first evaluation cycle for first award term year on 30<sup>th</sup>  
December - Start second evaluation cycle for first award term year on 1<sup>st</sup>  
- First evaluation cycle report due by 15<sup>th</sup>  
January  
February  
March  
April  
May - End second evaluation cycle  
June - Start first evaluation cycle for first option year on 1<sup>st</sup>  
- Second evaluation cycle report due by 15<sup>th</sup>  
- Annual consolidated report and decision on exercise of option due by 25<sup>th</sup>  
- Modify contract by 30<sup>th</sup>  
July  
August

#### First Option Year

September  
October  
November - End first evaluation cycle for first option year on 30<sup>th</sup>  
December - Start second evaluation cycle for first option year on 1<sup>st</sup>  
- First evaluation cycle report due by 15<sup>th</sup>  
January  
February  
March  
April  
May - End second evaluation cycle  
June - Start first evaluation cycle for second award term year on 1<sup>st</sup>  
- Second evaluation cycle report due by 15<sup>th</sup>  
- Annual consolidated report and decision on award term due by 25<sup>th</sup>  
- Modify contract by 30<sup>th</sup>  
July  
August

#### Second Award Term Year

September  
October

November - End first evaluation cycle for second award term year on 30<sup>th</sup>  
December - Start second evaluation cycle for second award term year on 1<sup>st</sup>  
- First evaluation cycle report due by 15<sup>th</sup>

January

February

March

April

May - End second evaluation cycle

June - Start first evaluation cycle for second option year on 1<sup>st</sup>

- Second evaluation cycle report due by 15<sup>th</sup>

- Annual consolidated report and decision on exercise of option  
due by 25<sup>th</sup>

- Modify contract by 30<sup>th</sup>

July

August

### **Second Option Year**

September

October

November - End first evaluation cycle for second option year on 30<sup>th</sup>

December - Start second evaluation cycle for second option year on 1<sup>st</sup>

- First evaluation cycle report due by 15<sup>th</sup>

January

February

March

April

May - End second evaluation cycle

June - Start first evaluation cycle for third award term on 1<sup>st</sup>

- Second evaluation cycle report due by 15<sup>th</sup>

- Annual consolidated report and decision on award term due by  
25<sup>th</sup>

- Modify contract by 30<sup>th</sup>

July

August

### **Third Award Term Year**

September

October

November - End first evaluation cycle for third award term year on 30<sup>th</sup>

December - Start second evaluation cycle for third award term year on 1<sup>st</sup>

- First evaluation cycle report due by 15<sup>th</sup>

January

February

March

April

May - End second evaluation cycle

June - Start first evaluation cycle for third option year on 1<sup>st</sup>

- Second evaluation cycle report due by 15<sup>th</sup>

- Annual consolidated report and decision on exercise of option  
due by 25<sup>th</sup>

- Modify contract by 30<sup>th</sup>

July

August

### **Third Option Year**

September

October

November - End first evaluation cycle for third option year on 30<sup>th</sup>  
 December - Start second evaluation cycle for third option year on 1<sup>st</sup>  
               - First evaluation cycle report due by 15<sup>th</sup>  
 January  
 February  
 March  
 April  
 May - End second evaluation cycle  
 June - Start first evaluation cycle for fourth award term year on 1<sup>st</sup>  
           - Second evaluation cycle report due by 15<sup>th</sup>  
           - Annual consolidated report and decision on award term due by  
               25<sup>th</sup>  
           - Modify contract by 30<sup>th</sup>  
 July  
 August

#### **Fourth Award Term Year**

September  
 October  
 November - End first evaluation cycle for fourth award term year on 30<sup>th</sup>  
 December - Start second evaluation cycle for fourth award term year on 1<sup>st</sup>  
               - First evaluation cycle report due by 15<sup>th</sup>  
 January  
 February  
 March  
 April  
 May - End second evaluation cycle  
 June - Start first evaluation cycle for fourth option year on 1<sup>st</sup>  
           - Second evaluation cycle report due by 15<sup>th</sup>  
           - Annual consolidated report and decision on exercise of option  
               due by 25<sup>th</sup>  
           - Modify contract by 30<sup>th</sup>  
 July  
 August

#### **Fourth Option Year**

September  
 October  
 November - End first evaluation cycle for fourth option year on 30<sup>th</sup>  
 December - Start second evaluation cycle for fourth option year on 1<sup>st</sup>  
               - First evaluation cycle report due by 15<sup>th</sup>  
 January  
 February  
 March  
 April  
 May - End second evaluation cycle  
 June - Second evaluation cycle report due by 15<sup>th</sup>  
           - Annual consolidated report due by 25<sup>th</sup>  
 July  
 August 31<sup>st</sup> - End of contract



**ATTACHMENT E**

4310-RK

**DEPARTMENT OF THE INTERIOR**

**Office of the Secretary**

**Privacy Act of 1974, As Amended; Addition of a New System of Records**

**AGENCY:** Department of the Interior, Office of the Secretary

**ACTION:** Proposed Addition of a New System of Records

**SUMMARY:** The Department of the Interior (DOI) is issuing public notice of its intent to add a new Privacy Act system of records to its inventory of records systems subject to the Privacy Act of 1974 (5 U.S.C. 552a). The Privacy Act requires publication of a *Federal Register* notice of the existence and character of records systems maintained by the agency (5 U.S.C. 552 a e)(4)). The new system of records is called DOI-22: Federal Lands Recreation Pass System.

**DATES:** 5 U.S.C. 552a(e)(11) requires that the public be provided a 30-day period in which to comment on the intended use of the information in the system of records. The Office of Management and Budget, in its Circular A-130, requires an additional 10-day period (for a total of 40 days) in which to make these comments. Any persons interested in commenting on this proposed system of records may do so by submitting comments in writing to the Office of the Secretary Privacy Act Officer, [TO BE DETERMINED]. Comments received within 40 days of publication in the *Federal Register* will be considered. The system will be effective as proposed at the end of the comment period unless comments

are received which would require a contrary determination. In that case, the Department will publish any changes to the routine uses.

**FOR FURTHER INFORMATION CONTACT:** Pass Program Manager, Office of Policy Analysis, at [TO BE DETERMINED].

**SUPPLEMENTARY INFORMATION:** The Federal Lands Recreation Pass records system will contain information about organizations and individuals who purchase the federal lands recreation Pass. This information is needed to fulfill individual purchase requests through a central sales outlet, provide customer services such as anniversary renewal notices, and to manage third-party agreements for selling the Pass. The Contractor shall not use, sell, rent, license, share or disclose to third parties, any e-mail addresses or other visitor information collected by the Contractor. The Contractor shall send approved informational or promotional e-mail messages to Pass purchasers only if they have affirmatively requested such e-mail messages through an "opt-in" mechanism. The Contractor shall provide an "opt-in" option that allows Pass purchasers to choose to receive additional information about the pass, about Federal recreation lands, or about the three Congressionally Authorized Foundations. Names and contact information shall be stored in a database only in accordance with the System of Records notice. The default shall be for customers to "opt-out." A copy of the system notice for the "Federal Lands Recreation Pass System," DOI-22 follows.

Dated:

Sue Ellen Sloca  
Office of the Secretary Privacy Act Officer  
Department of the Interior

**INTERIOR/OS-**

**System name:** Federal Lands Recreation Pass System - Interior, OS-

**Security classification:** Not classified

**System location:** [TO BE DETERMINED]

**Categories of individuals covered by the system:** Members of the public who wish to purchase the Pass, and representatives of businesses and organizations who are third party vendors, DOI and USDA Forest Service employees who serve as ordering contacts for the passes for sale/distribution, etc., contacts for organizations and businesses who purchase the Pass centrally or through co-branded web portals, or through other arrangements such as third-party agreements.

Categories of records in the system:

- Name of Individual/Organization.
- Category of Pass(es) being purchased or awarded (volunteer Pass or access Pass);
- Name and contact information for person purchasing the Pass;
- Financial information necessary to purchase the Pass(es);
- Other information necessary to manage the Pass program (such as desire to receive further information when requested, contact method and other preferences).
- Date that Pass(es) were last purchased.

**Authority for maintenance of the system:** Authorization is granted in Federal Lands Recreation Enhancement Act of 2004 (REA), 16 U.S.C. § 6804.

**Routine uses of records maintained in the system including categories of users and the purposes of such uses:** The primary purpose of the system is to collect information to fulfill Pass purchases or awards, to allow purchasers to receive additional information on an "opt-in" basis, including remarketing the Pass when it is about to expire, and for other necessary actions to further the purposes of the Federal Lands Recreation Pass program and the intent of the authorizing legislation.

Disclosures outside of the Department of the Interior may be made to:

(1) An expert, consultant, contractor (including employees of the contractor), upon opt-in to the Congressionally Authorized Foundations: National Fish and Wildlife Foundation, the National Forest Foundation, and the National Park Foundation, or to any federal agency to assist in managing the Pass program and for public land programs requiring the use of these records.

(2) Another agency or organization for purposes consistent with the purposes of the Federal Lands Recreation Enhancement Act of 2004 (REA), 16 U.S.C. § 6804.

(3)(a) To any of the following entities or individuals:

- (i) the Department of Justice (DOJ);
- (ii) a court, adjudicative or other administrative body;
- (iii) a party in litigation before a court or adjudicative or administrative body;
- (iv) the Department or any component of the Department;
- (v) any Department employee acting in his or her official capacity; or

(vi) any Departmental employee acting in his or her individual capacity if the Department or the DOJ has agreed to represent that employee or pay for private representation of the employee;

(b) When

(i) one of the following is a party to the proceeding or has an interest in the proceeding:

(A) the Department or any component of the Department;

(B) any Department employee acting in his or her official capacity;

(C) any Departmental employee acting in his or her individual capacity if the Department or the DOJ has agreed to represent that employee or pay for private representation of the employee;

(D) the United States, when the DOJ determines that the Department is likely to be affected by the proceeding; and

(ii) The Department deems the disclosure to be:

(A) relevant and necessary to the proceeding; and

(B) compatible with the purposes for which the records were compiled.

(4) To appropriate Federal, State, local or foreign agencies responsible for investigating or prosecuting the violation of or for enforcing or implementing a statute, rule, regulation, order or license, when the Department becomes aware of a violation or potential violation of a statute, rule, regulation, order or license.

(5) To a congressional office in response to an inquiry an individual covered by the system has made to the congressional office about him or herself.

(6) To a debt collection agency for the purpose of collecting outstanding debts owed to the Department for fees associated with processing FOIA/PA requests.

(7) To an official of another Federal agency to provide information needed in the performance of official duties related to reconciling or reconstructing data files, in support of the functions for which the records were collected and maintained.

**Disclosure to Consumer Reporting Agencies:** To a consumer reporting agency to prepare commercial credit reports for use by the Department. Disclosures to Consumer Reporting Agencies are Pursuant to 5 U.S.C. 552a(b)(12), records can be disclosed to consumer reporting agencies as needed to verify and collect debts.

Policies and practices for storing, retrieving, accessing, retaining, and disposing of records in the system:

**Storage:** Records are stored both in file folders and in electronic form, in computer systems.

**Retrievability:** Information from the System will be retrievable by (1) name of individual requesting a card and their credit card number, and home address or other identifier.

**Safeguards:** Access to records in the system is limited to authorized personnel whose official duties require such access. Paper records are maintained in locked file cabinets and/or in secured rooms. Electronic records conform to Office of Management and Budget and Departmental guidelines reflecting the

implementation of the E-Government Act of 2002 , National Information Security Act Special Publication standards for Cyber Security and the Department of Interior regulations on safeguarding of Privacy Act information (43 CFR 2.51). A Privacy Impact Assessment was completed **April 2006**. Electronic data will be protected through user identification, passwords, database permissions and software controls. Such security measures will establish access levels for different types of users.

**Retention and Disposal:** This section will be guided by standard government and industry practice and is currently under development.

**System manager and address:** Pass Program Manager, Office of Policy Analysis, at [TO BE DETERMINED]. (This would be the office responsible for the policy for collecting the info and the oversight of the administration of the systems developed to manage the program. Office other than a contractor who will be responding to the person's requests for their records if there is a question on them and who would amend the records, etc. according to the Privacy Act requirements.)

**Notification procedures:** A request for information regarding this system of records must be in writing, signed by the requester, and include the requester's full name, address, year and date that purchase date of the Pass(es). (See 43 CFR 2.60.)

**Record Access procedures:** For a copy of your record, write to the System Manager at the location above, providing the same information specified in the Notification Procedures. The request envelope and letter should be clearly marked "PRIVACY ACT REQUEST FOR ACCESS." (See 43 CFR 2.63.)

**Contesting Record Procedures:** To ask for changes to your records, write to the System Manager at the location above, providing the same information specified

in Notification Procedures, as well as an explanation of what you believe should be changed.

**Record source categories:** Information from this system comes primarily from the person or representative of the entity purchasing a Pass or Passes. Individuals provide information on forms to acquire the pass.

**Exemptions claimed for the system:** None.



## ATTACHMENT F

### SUBCONTRACTING PLAN OUTLINE

The Federal Acquisition Regulation (FAR) Subpart 19.7, the Small Business Subcontracting Program, requires large business concerns (also known as other-than-small business concerns), who are apparently the successful offerors, to submit an acceptable subcontracting plan that identifies the total planned dollars and percentage of the acquisition to be subcontracted to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. This subcontracting plan outline is offered as guidance for developing a subcontracting plan that complies with Public Law 95-507 and FAR Subpart 19.7.

The respective FY06 and FY07 U.S. Department of Interior subcontracting goals are:

Small business	40.00%
Small disadvantaged	8.1%
Women-owned small	6.2%
HUBZone small	3.6%
Service-disabled veteran-owned	3.0%

**These target goals are to be applied to the overall value of the acquisition.**

---

#### Offeror/Contractor Identification Data

Company Name:	
CCR #:	
Dunn & Bradstreet #:	
Address:	
Solicitation #:	Date Prepared:
Item/Service:	
Place of Performance:	

### 1. TYPE OF PLAN (Check only one)

\_\_\_\_\_ INDIVIDUAL PLAN: In this type of plan, all elements are developed specifically for this contract and are applicable for the full term of this contract (including award terms and option periods).

\_\_\_\_\_ MASTER PLAN: In this type of plan, goals are developed for this contract; all other elements are standard. The master plan shall be effective for a 3-year period after approval by the contracting officer. A master plan, when incorporated in an individual plan, shall apply to that contract throughout the life of the contract.

\_\_\_\_\_ COMMERCIAL PLAN: This type of plan is used when the contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during the year approved. The contractor must provide a copy of the initial agency approval, AND MUST SUBMIT THEIR ANNUAL SUBCONTRACTING REPORT DATA (via the federal government's web-based Electronic Subcontracting Reporting System...<http://www.esrs.gov>) TO NBC/GOVWORKS WITH A BREAKOUT OF SUBCONTRACTING PRORATED FOR INTERIOR.

### 2. ACQUISITION COST

Total dollar value of the acquisition, including all award terms and options: \$\_\_\_\_\_

Base Period	\$_____
Award Term 1	\$_____
Option Period 1	\$_____
Award Term 2	\$_____
Option Period 2	\$_____
Award Term 3	\$_____
Option Period 3	\$_____
Award Term 4	\$_____
Option Period 4	\$_____

### 3. GOALS

FAR 19.704 (a) (1) and (2) requires separate dollar and percentage goals for using small business concerns, small disadvantaged, women-owned small, HUBZone small business concerns, and service disabled veteran-owned small business concerns, as subcontractors for the base year and each option year. For this requirement, you must also address award terms, NISH and NIB.

A. Total estimated value of all planned subcontracting, including small and other than small business concerns, based on the overall value of the acquisition:

Base Period	\$ _____	_____ %
Award Term 1	\$ _____	_____ %
Option Period 1	\$ _____	_____ %
Award Term 2	\$ _____	_____ %
Option Period 2	\$ _____	_____ %
Award Term 3	\$ _____	_____ %
Option Period 3	\$ _____	_____ %
Award Term 4	\$ _____	_____ %
Option Period 4	\$ _____	_____ %

B. Estimated value\* of planned subcontracting to **small business** concerns is:  
 (\*THIS FIGURE INCLUDES THE AMOUNTS IN C, D, E, F, and G BELOW.)

Base Period	\$ _____	_____ %
Award Term 1	\$ _____	_____ %
Option Period 1	\$ _____	_____ %
Award Term 2	\$ _____	_____ %
Option Period 2	\$ _____	_____ %
Award Term 3	\$ _____	_____ %
Option Period 3	\$ _____	_____ %
Award Term 4	\$ _____	_____ %
Option Period 4	\$ _____	_____ %

C. Estimated value of planned subcontracting to **small disadvantaged business** concerns is:

Base Period	\$ _____	_____ %
Award Term 1	\$ _____	_____ %
Option Period 1	\$ _____	_____ %
Award Term 2	\$ _____	_____ %
Option Period 2	\$ _____	_____ %
Award Term 3	\$ _____	_____ %
Option Period 3	\$ _____	_____ %
Award Term 4	\$ _____	_____ %
Option Period 4	\$ _____	_____ %

D. Estimated value of planned subcontracting to **women-owned** small concerns is:

Base Period	\$ _____	_____ %
-------------	----------	---------

Award Term 1	\$ _____	_____ %
Option Period 1	\$ _____	_____ %
Award Term 2	\$ _____	_____ %
Option Period 2	\$ _____	_____ %
Award Term 3	\$ _____	_____ %
Option Period 3	\$ _____	_____ %
Award Term 4	\$ _____	_____ %
Option Period 4	\$ _____	_____ %

E. Estimated value of planned subcontracting to qualified **HUBZone** small concerns is:

Base Period	\$ _____	_____ %
Award Term 1	\$ _____	_____ %
Option Period 1	\$ _____	_____ %
Award Term 2	\$ _____	_____ %
Option Period 2	\$ _____	_____ %
Award Term 3	\$ _____	_____ %
Option Period 3	\$ _____	_____ %
Award Term 4	\$ _____	_____ %
Option Period 4	\$ _____	_____ %

F. Estimated value of planned subcontracting to qualified **service disabled veteran-owned** small concerns is:

Base Period	\$ _____	_____ %
Award Term 1	\$ _____	_____ %
Option Period 1	\$ _____	_____ %
Award Term 2	\$ _____	_____ %
Option Period 2	\$ _____	_____ %
Award Term 3	\$ _____	_____ %
Option Period 3	\$ _____	_____ %
Award Term 4	\$ _____	_____ %
Option Period 4	\$ _____	_____ %

G. Estimated value of planned subcontracting to qualified **NISH entity** is:

Base Period	\$ _____	_____ %
Award Term 1	\$ _____	_____ %
Option Period 1	\$ _____	_____ %
Award Term 2	\$ _____	_____ %
Option Period 2	\$ _____	_____ %
Award Term 3	\$ _____	_____ %
Option Period 3	\$ _____	_____ %
Award Term 4	\$ _____	_____ %

Option Period 4                      \$ \_\_\_\_\_ %

H. Estimated value of planned subcontracting to qualified **NIB entity** is:

Base Period	\$ _____	_____ %
Award Term 1	\$ _____	_____ %
Option Period 1	\$ _____	_____ %
Award Term 2	\$ _____	_____ %
Option Period 2	\$ _____	_____ %
Award Term 3	\$ _____	_____ %
Option Period 3	\$ _____	_____ %
Award Term 4	\$ _____	_____ %
Option Period 4	\$ _____	_____ %

- I. Products and/or services to be subcontracted under this contract, and the types of businesses supplying them are: Use “Table A” attached and check all that apply on “Table A”. Attach additional sheets as necessary to “Table A”.

**Table A**

**Business Size or Category**

<b>Subcontracted Product/Service</b>	<b>CLIN (Contract Line Item Number)</b>	<b>LARGE</b>	<b>SMALL</b>	<b>SMALL DISADV</b>	<b>WOMEN -OWNED</b>	<b>HUBZONE</b>	<b>SERVICE- DISABLED VETERAN- OWNED</b>	<b>NISH</b>	<b>NIB</b>

I. Explain the methods used to develop the subcontracting goals. Explain how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small, small disadvantaged, women-owned small, HUBZone small, service-disabled veteran-owned small businesses, NISH, and NIB were determined, and how the capabilities of small, small disadvantaged, women-owned small, HUBZone small, service-disabled veteran-owned small businesses, NISH, and NIB were determined. Identify all source lists used in the determination process.

---

---

---

---

---

---

---

J. Indirect and overhead costs \_\_\_\_\_ HAVE BEEN \_\_\_\_\_ HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above. (Check one)

K. If indirect and overhead costs HAVE BEEN included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, small disadvantaged, women-owned small, HUBZone small, veteran-owned, service-disabled veteran-owned small business concerns, NISH, and NIB.

---

---

---

---

---

---

---

#### **4. PROGRAM ADMINISTRATOR**

FAR 19.704(a)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, telephone number, position within the corporate structure and the duties of that employee.

Name:

Title:

Address:

Telephone:

Position:

Duties: Does the individual named above perform the following?

A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to small, small disadvantaged, women-owned small, HUBZone small, and service-disabled veteran-owned small business concerns.

\_\_\_\_\_ YES \_\_\_\_\_ NO

B. Developing and maintaining bidders' list of small, small disadvantaged, women-owned small, HUBZone small, and service-disabled veteran-owned small business concerns from all possible sources.

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. Ensuring periodic rotation of potential subcontractors on bidders' lists.

\_\_\_\_\_ YES \_\_\_\_\_ NO

D. Assuring that small, small disadvantaged, women-owned small, HUBZone small, and service-disabled veteran-owned small businesses are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.

\_\_\_\_\_ YES \_\_\_\_\_ NO

E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, small disadvantaged, women-owned small, HUBZone small, and service-disabled veteran-owned small business.

\_\_\_\_\_ YES \_\_\_\_\_ NO

F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, small disadvantaged, women-owned small, HUBZone small, and service-disabled veteran-owned small business participation.

\_\_\_\_\_ YES \_\_\_\_\_ NO

G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by small, small disadvantaged, women-owned small, HUBZone small, and service-disabled veteran-owned small business concerns.

\_\_\_\_\_ YES \_\_\_\_\_ NO

H. Overseeing the establishment and maintenance of contract and subcontract award records.

\_\_\_\_\_ YES \_\_\_\_\_ NO



- I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.  
\_\_\_\_\_YES \_\_\_\_\_NO
- J. Directly or indirectly counseling small, small disadvantaged, women-owned small, HUBZone small, and service-disabled veteran-owned small business concerns on subcontracting opportunities and how to prepare responsive bids to the company.  
\_\_\_\_\_YES \_\_\_\_\_NO
- K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as small, small disadvantaged, women-owned small, HUBZone small, and service-disabled veteran-owned small businesses for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan  
\_\_\_\_\_YES \_\_\_\_\_NO
- L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Public Law 95-907 on purchasing procedures.  
\_\_\_\_\_YES \_\_\_\_\_NO
- M. Developing and maintaining an incentive program for buyers which supports the subcontracting program.  
\_\_\_\_\_YES \_\_\_\_\_NO
- N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals  
\_\_\_\_\_YES \_\_\_\_\_NO
- O. Preparing and submitting timely reports.  
\_\_\_\_\_YES \_\_\_\_\_NO
- P. Coordinating the company's activities during compliance reviews by Federal agencies.  
\_\_\_\_\_YES \_\_\_\_\_NO

## **5. EQUITABLE OPPORTUNITY**

FAR 19.704 (a) (8) requires a description of the efforts your company will make to ensure that small, small disadvantaged, women-owned small, HUBZone small, and service-disabled veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts. (Check all that apply)

A. Outreach efforts to obtain sources:

- \_\_\_\_\_ Contacting minority and small business trade associations
- \_\_\_\_\_ Contacting business development organizations
- \_\_\_\_\_ Attending small and minority business procurement conferences and trade fairs
- \_\_\_\_\_ Requesting sources from the Small Business Administration's *Dynamic Small Business Search* (formerly known as PRO-Net)

B. Internal efforts to guide and encourage purchasing personnel:

- \_\_\_\_\_ Presenting workshops, seminars and training programs
- \_\_\_\_\_ Establishing, maintaining and using small, small disadvantaged, women-owned small, HUBZone small, and service-disabled veteran-owned small business source lists, guides and other data for soliciting subcontracts
- \_\_\_\_\_ Monitoring activities to evaluate compliance with the subcontracting plan

C. Additional efforts: (Please describe)

---

---

---

---

---

---

## 6. CLAUSE INCLUSION AND FLOW DOWN

FAR 19.704 (a)(9) requires that your company include FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. Your company must require all subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan."

Your company agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small, small disadvantaged, women-owned small, HUBZone small, service-disabled veteran-owned small business concerns, NISH and NIB must be determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small, small disadvantaged, women-owned small, HUBZone small, service-disabled veteran-owned small business subcontractors, NISH, NIB, and prior experience. **Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of individual and summary subcontracting reports via the federal government's web-based Electronic Subcontracting Reporting System...<http://www.esrs.gov>.**

## 7. REPORTING AND COOPERATION

In accordance with OMB Memo titled, "Implementation Plan for the Electronic Subcontracting Reporting System", dated October 18, 2004, please use the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov> for reporting SF 294 and SF 295 data.

These reports must be received within 30 days after the close of each calendar period. That is:

<u>Calendar Period</u>	<u>Report Due</u>	<u>Date Due</u>
10/01--03/31	SF 294	04/30
04/01--09/30	SF 294	10/30
10/01--09/30	SF 295	10/30

## 8. RECORD KEEPING

FAR 19.704 (a) (11) requires a description of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. (Check all that apply)

- A. Small, small disadvantaged, women-owned small, HUBZone small, and service-disabled veteran-owned small business concerns source lists, guides, and other data identifying such vendors

\_\_\_\_\_ YES \_\_\_\_\_ NO

- B. Organizations contacted for small, small disadvantaged, women-owned small, HUBZone small, and service-disabled veteran-owned small business sources.

\_\_\_\_\_ YES \_\_\_\_\_ NO

On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned small businesses were solicited, and if not, why not; (4) whether HUBZone small businesses were solicited, and if not, why not; (5) whether veteran-owned (including service disabled veteran-owned) small businesses were solicited, and if not, why not, and (6) reasons for the failure of solicited small, small disadvantaged, women-owned small, HUBZone small, and veteran-owned (including service-disabled veteran-owned) small business concerns to receive the subcontract award

\_\_\_\_\_ YES \_\_\_\_\_ NO

- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conference and trade fairs

\_\_\_\_\_ YES \_\_\_\_\_ NO

E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards, and (2) monitor activities to evaluate compliance

\_\_\_\_\_ YES \_\_\_\_\_ NO

F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size and ownership status of each subcontractor. (This item is not required for commercial subcontracting plans).

\_\_\_\_\_ YES \_\_\_\_\_ NO

G. Other records to support your compliance with the subcontracting plan: (Please describe)

---

---

---

---

## 9. TIMELY PAYMENTS TO SUBCONTRACTORS

FAR 19.702 requires company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small, small disadvantaged, women-owned small, HUBZone small, and service-disabled veteran-owned small business concerns.

Your company has established and uses such procedures: \_\_\_\_\_ YES \_\_\_\_\_ NO

## 10. DESCRIPTION OF GOOD FAITH EFFORT

Maximum practicable utilization of small, small disadvantaged, women-owned small, HUBZone small, and service-disabled veteran-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U. S. C. 637 (d) (4) (F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate your compliance with a good faith effort to achieve the small, small disadvantaged, women-owned small, HUBZone small, and service-disabled veteran-owned small business subcontracting goals, outline the steps your company plans to take. These steps will be negotiated with the contracting officer prior to approval of the plan.

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
---

FAR 52.212-4  
2004

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

June

(IAW FAR 12.301(b)(3))

As prescribed in 12.301(b)(3), insert the following clause:

Contract Terms and Conditions-Commercial Items (Oct 2003)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*.-

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) *Central Contractor Registration (CCR)*.
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)



**ADDENDUM to 52.212-4 Contract Terms and Conditions -- Commercial  
Items**

**1. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY (FEB 1998)  
REFERENCE**

(IAW FAR 52.107(a))

The full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far>

**2. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

(IAW FAR 52.107(b))

The full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far>

**3. 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT  
2003)**

(IAW FAR 4.603(a))

**4. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at

<http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any

liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document. (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

## **5. 52.211-16 VARIATION IN QUANTITY**

**(APR 1984)**

(a) A variation in the quantity of any item called for by this contract will be not be accepted unless the variation has been

caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

- 10 Percent Increase
- 10 Percent Decrease
- This increase or decrease shall apply to each quantity specified in the delivery schedule.

(End of clause)

**6. 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)**

**7. 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a competitive, single award, Firm-Fixed-Price, Indefinite Delivery/Indefinite Quantity (IDIQ) delivery order/task order vehicle contract resulting from this solicitation.

**8. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

(End of clause)

(Note: Use of 52.217-8 is applicable to individual task orders.)

**9. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MODIFIED) (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) Reserved.

(End of clause)

**10. 52.216-18 ORDERING (MODIFIED) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the schedule. Such orders may be issued from the date of contract award through a period of nine (9) years or until the Maximum Amount stipulated Item 2, MINIMUM AND MAXIMUM THRESHOLDS in the Addendum to Schedule of Supplies/Services of this contract is met.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control. **In the event of a conflict between this clause and any more specific direction elsewhere in the contract, the more specific direction shall control.**

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

**11. 52.216-19 ORDER LIMITATION (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$1 Million;

(2) Any order for a combination of items in excess of \$2 Million;  
or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

**12. 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for services or supplies specified, and effective for the period stated in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

(End of clause)

**13. 52.217-7 OPTION FOR INCREASED QUANTITY— (MAR 1989)  
SEPARATELY PRICED LINE ITEM**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to

the Contractor within 7 days prior to the start of the option CLIN. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

**14. 52.224-1 PRIVACY ACT NOTIFICATION (JUL 1996) (DEVIATION)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

Applicable Department of the Interior regulations concerning the Privacy Act are set forth in 43 CFR 2, Subpart D. The CFR is available for public inspection at the Departmental Library, Main Interior Bldg., 1849 C St. NW, Washington, D.C., at each of the regional offices of bureaus of the Department and at many public libraries.

(End of clause)

- |     |           |  |            |
|-----|-----------|--|------------|
| 15. | 52.224-2  | PRIVACY ACT  | (APR 1984) |
| 16. | 52.227-14 | RIGHTS IN DATA-GENERAL                             | (JUN 1987) |
| 17. | 52.237-3  | CONTINUITY OF SERVICES                             | (JAN 1991) |
| 18. | 52.247-35 | F.O.B. DESTINATION,<br>WITHIN CONSIGNEE'S PREMISES | (APR 1984) |
| 19. | 52.247-48 | F.O.B. DESTINATION,<br>EVIDENCE OF SHIPMENT        | (FEB 1999) |
| 20. | 52.252-6  | AUTHORIZED DEVIATIONS IN CLAUSES                   | (APR 1984) |

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any N/A.*[insert regulation name]* (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## **21. DUPLICATION OF EFFORT**

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract here under is not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, and not incidental to any other work, pursuit, research, or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

## **22. OPTION PERIODS AS AWARD TERMS**

In addition to the FAR 17.207 factors for the exercise of an option period (availability of funds, existing need, most advantageous method (including fair and reasonable price and compliance with synopsis requirements), the Government will monitor contractor performance to allow the contractor, through exceptional performance, to earn the exercise of one or more option periods (called "award terms"). The Award Term Plan in the Attachments, sets forth how the Government will monitor and evaluate contractor performance and determine whether the contractor has earned an award term. Once earned, a contractor may lose an earned award term for subsequent poor or inconsistent performance. Additionally, exercise of all award terms is conditioned on continued contractor responsibility at the time of exercise of each award term. Neither failure to earn an award term nor the loss of an earned award term based on subsequent performance or lack of responsibility constitutes a termination.

The Government will exercise an award term unilaterally by providing the Contractor the required notice under FAR 52.217-9. Because of the ability to lose an earned award term, the contracting officer will not modify the contract, and the Contractor does not have a right to an award term, until time for the exercise of an earned award term period.

All decisions regarding award term points, the number of rating factors, the methodology used to calculate the points, actual calculations, the contractor's entitlement to points, and the nature and success of the contractor's performance are NOT subject to the Disputes clause, nor may they be reviewed by any board of contract appeals or other court. The extension or reduction of the contract term is done via a unilateral contract modification.



## **23. SUBCONTRACT REPORTS**

The Contractor shall submit subcontract reports in connection with the performance of this contract; a report for subcontracting under this particular contract and a summary report when applicable on subcontracts in all contracts between the Contractor and the Department of Interior, which contain subcontract goals for awards to small business, small disadvantaged, woman-owned, hubzone, and service disabled.

A. The Contractor shall register and enter their subcontracting report information at the [www.esrs.gov](http://www.esrs.gov) web site.

B. Standard Forms 294 and 295 shall no longer be used for subcontract reporting.

C. The Contractor shall enter their Subcontracting Reports for Individual Contracts (formerly the SF-294) and Summary Subcontract Reports (formerly the SF-295) at [www.esrs.gov](http://www.esrs.gov) web site.

## **24. TECHNOLOGY REFRESHMENTS**

A. After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, additions and changes to the pass program. These changes may be proposed for reasons of economy, improve performance, technology improvement or advancement or any other means of improving the pass program. If the proposed changes are acceptable to both parties, the Contractor shall submit a change proposal to the Government for evaluation. Those proposed changes that are acceptable to the Government will be processed as modifications to the contract.

B. At a minimum, the Contractor shall include the following in the change proposal:

- i. Identification of current contract product or service to be affected;
- ii. Technical characteristics of replacement product or service;
- iii. OEM Commercial, GSA (if available), and offered pricing for any new products.

C. At the Contracting Officer's request, the information listed below shall be submitted to supplement the proposal. The Contracting Officer will notify the Contractor of any need for the supplemental information within (30) days after receiving the initial proposal.

- i. A description of the differences between the existing contract requirements and the proposed changes, and the comparative advantages and the disadvantages of each;
  - ii. Itemized requirements of the contract, which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
  - iii. Complete estimate of the changes in price, if any, that will result from adoption of this proposal;
  - iv. A statement of the time by which the change order adopting the proposal must be issued as to obtain the maximum benefits of the changes during the remainder of the contract. Also, what effect the change has on the contract completion time or delivery schedule shall be identified.
- D. The requirements for processing the change proposals includes the following:
- i. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of this contract, except when the Contractor submits a proposal to delete items from the contract.
  - ii. The Contracting Officer may accept for negotiation any change proposal submitted pursuant to this clause by the Contractor's written notice hereof. Unless and until a letter of agreement is issued from the Contracting Officer, the Contractor remains obligated to perform in accordance with the terms and conditions of the existing contract. Subsequent to any letter of agreement, a modification will be executed to incorporate a change proposal under this contract.
  - iii. The Contractor is requested to identify specifically any information contained in its change proposal which it considers confidential and/or proprietary and which it prefers not to be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. The Contractor is advised that such information may be subject to release pursuant to the Freedom of Information Act (5 U.S.C. 552).

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT  
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub.L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402)
- ☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003)(Pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ☐ (ii) Alternate I (MAR 1999) of 52.219-5.
- ☐ (iii) Alternate II (JUNE 2003) of 52.219-5.
- ☐ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644)
- ☐ (ii) Alternate I (OCT 1995) of 52.219-6.
- ☐ (iii) Alternate II (MAR 2004) of 52.219-6.
- ☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644)
- ☐ (ii) Alternate I (OCT 1995) of 52.219-7.
- ☒ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3))
- ☒ (8)(i) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4))
- ☐ (ii) Alternate I (OCT 2001) of 52.219-9.

- ☒ (iii) Alternate II (OCT 2001) of 52.219-5.
- ☐ (9) 52.219-14, Limitation on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14))
- ☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ☐ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)
- ☒ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 13126).
- ☒ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JUNE 2004) (E.O. 13126).
- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☒ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ☒ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962 (c)(3)(A)(ii)).
- ☐ (ii) Alternate I (AUG 2000) of 52.232-9 (42 U.S.C. 6962 (i)(2)(C)).
- ☒ (23) 52.225-1, Buy American Act-Supplies (JUNE 2003) (41 U.S.C. 10a-10d)

- ☐ (24)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- ☐ (ii) Alternate I (JAN 2004) of 52.225-3.
- ☐ (iii) Alternate II (JAN 2004) of 52.225-3.
- ☒ (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (26) 52.225-13, Restriction on Certain Foreign Purchases (DEC 2003) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ☐ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849)
- ☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332)
- ☐ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)
- ☐ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332)
- ☒ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- ☐ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. 1241 Appx 1241 and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (APR 2003) of 52.247-64

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ (1) 52.222-41, Service Contract Act of 1965, as amended (MAY 1989) (41 U.S.C. 351, *et seq.*).

- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or to the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be required by the clause--

- (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)) in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793)
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- 
- (vi) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).
- (vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

*Alternate I (Feb 2000).* As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

**52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS**

**Instructions to Offerors -- Commercial Items (Jan. 2004)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code for this acquisition appears in Block 10 of the solicitation cover sheet (SF 1449). This acquisition is being competed as unrestricted, full and open competition. Any responsible Offeror may submit a proposal.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the Offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The Offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.



(e) Reserved

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via

facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an Offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* For Phase 2, the Offeror's initial offer should contain the Offeror's best terms from a technical and price standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the Offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the Offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.*

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

-

GSA Federal Supply Service Specifications Section

Suite 8100  
470 L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925

Facsimile (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D

700 Robbins Avenue  
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimilie (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained—

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the Offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An Offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://www.dnb.com>. An Offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(1) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

## **ADDENDUM TO INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS**

**GENERAL INSTRUCTIONS:** Proposals are expected to conform to solicitation provisions and be prepared in accordance with this Section, "Addendum to Instructions to Offerors-Commercial Items". To aid in evaluation, the proposal shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number. Additional, detailed proposals instructions are provided below under Phase 1 Proposal Material Instructions and Phase 2 Proposal Material Instructions.

**QUESTIONS DUE DATE:** All questions regarding this requirement must be submitted via email **no later 10:00 AM Eastern Time on June 12, 2006** to [anita.tolliver@mms.gov](mailto:anita.tolliver@mms.gov) and [michael.farrell2@mms.gov](mailto:michael.farrell2@mms.gov). Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to all prospective Offerors (the identity of those posing questions will not be shared). No question(s) will be considered after the referenced deadline. All questions and the Government's response will be posted to the Fedbizopps.gov website as an amendment to the original announcement and to the GovWorks' website.

### **TWO-PHASE APPROACH:**

Phase 1 is an assessment of the present capability of the Offerors' Finance and Inventory Management, Accountability, and Reporting systems (see Statement of Work, Section 3.g.), including Offerors' websites, and relevant experience and past performance. No price or cost information is sought in Phase 1 or will be accepted. After reviewing Phase 1 submissions, the Government will conduct an initial down-selection of Offerors. The purpose of this down-selection is to determine a manageable number of Offerors with the greatest chance of award. Accordingly, Offerors who do not demonstrate a sufficient likelihood of succeeding in Phase 2 based upon the results of their Phase 1 evaluation will be requested to withdraw from the competition, while Offerors demonstrating sufficient capability will be invited to submit technical and business proposals under Phase 2. Evaluation results from Phase 1 will be carried over into Phase 2.

**PHASE 1:** Phase 1 is the initial evaluation. Offerors shall provide a written technical capability of their system (described in the SOW, Section 3.g), written technical capability of their Internet site and an interactive/demo CD which is a demonstration of their system and website. The Offeror shall also provide written documentation of their previous experience with their proposed system and Internet site and similar systems and Internet sites. A link may be provided for the website in lieu of an interactive/demo CD.

If the written technical capabilities of offeror's system, the written technical capability of the offeror's website, interactive/demo CD or link and the previous experience of the system and website have allowed the Government to complete its evaluation of the system, then the Government reserves the right to not hold oral presentations as described in Phase 2. The oral presentations will be considered all or none, meaning if oral presentations will be held, then all offerors within the Phase 2 competitive range, unless limited for efficiency, will complete an oral presentation. If oral presentations will not be held, then no offerors will be requested to complete an oral presentation.

The Offeror shall also submit in Phase 1 the Past Performance information, a Small Business Subcontracting Plan and 52.212-3, Offeror Representations and Certifications. Based on the ratings of each proposal against the evaluation criteria for Phase 1, only those Offerors deemed as the most qualified will be invited to participate in Phase 2. The Contracting Officer will notify all offerors of their respective status immediately after Phase 1 evaluations are made. Please follow Phase 1 Submission Instructions below to ensure that your proposal is complete.

**PHASE 1 SUBMISSION DUE DATE:** The Offeror shall submit their materials to the following address: GovWorks, Attention: Anita Tolliver/Michael Farrell, 381 Elden Street, MS2510, Herndon, Virginia 20170-4817. Each volume shall be clearly marked by volume number and title. **All submissions are due at 12:00 p.m. Eastern Time on June 20, 2006. It is the responsibility of the Offeror to get their submissions in on time.**

**PHASE 2:** In Phase 2, Offerors demonstrating a sufficient likelihood of succeeding may be offered an opportunity to perform oral presentations of a system demonstration and website demonstration on-site at a Government location. If the written technical capabilities of offeror's system, the written technical capability of the offeror's website, interactive/demo CD of the system or link for the website and the written documentation of the previous experience of the system have allowed the Government to complete its evaluation of the system under Phase 1 and no on-site demonstration is required, then the Government reserves the right to not hold oral presentations in Phase 2.

The oral presentations will be considered all or none, meaning if oral presentations will be held, then all offerors within the competitive range, unless limited for efficiency, will complete an oral presentation. If oral presentations will not be held, then no offerors will be requested to complete an oral presentation.

**Phase 2 written proposals will consist of Offerors' full written technical capability, organizational experience, and price. Please follow Phase 2 Proposal Material Instructions below to ensure that your proposal is complete.**

**PHASE 2 PROPOSAL DUE DATE:** The Offeror shall submit their proposal to the following address: GovWorks, Attention: Anita Tolliver/Michael Farrell, 381 Elden Street, MS2510, Herndon, Virginia 20170-4817. Each volume shall be clearly marked by volume number and title. **All proposals are due at 12:00 p.m. Eastern Time on July 18, 2006. It is the responsibility of the Offeror to get their proposal in on time.**

## **PROPOSAL INSTRUCTIONS**

### **PHASE 1 SUBMISSION INSTRUCTIONS**

Offerors shall submit the following materials:

1. Technical Capability of their system with interactive/demo CD;
2. Technical Capability of their website. A website link may be provided or an interactive/demo CD;
3. Previous experience with proposed system and Internet site and similar systems and Internet sites;
4. Past Performance Information as stated below under "Past Performance";
5. A Small Business Subcontracting Plan, see Attachment F; and
6. 52.212-3, Offeror Representations and Certifications.

The Offeror shall submit an original and six (6) hard (paper) copies, six (6) CDs of the system demo, six (6) CDs of the demo of their website or link for their Phase 1 Proposal and a CD entire technical proposal. The proposal materials shall be in seven (7)(original + six copies) three-ring binders and appropriately tabbed with the identification of the Offeror on the spine of the binder.

Phase 1 proposal materials shall be organized as shown below:

<b>TAB #</b>	<b>TITLE</b>	<b>PAGE LIMIT*</b>
TAB 1	Technical Capability of their system with interactive/demo CD	20 pages & CD
TAB 2	Technical Capability of their website with interactive/demo CD or website link	10 pages & CD or Website Link
TAB 3	Previous experience with proposed system and Internet site and similar systems and Internet sites	15 pages
TAB 4	Past Performance Information	None
TAB 5	A Small Business Subcontracting Plan	10 pages
TAB 6	52.212-3, Offeror Representations and Certifications	None

**\*Any documentation in excess of the page limits will not be evaluated.**

#### **TAB 1: Technical Capability of their System with Interactive/Demo CD**

The Offeror shall provide a written description of the full functionality of the system and interactive/demo CD of their system as described in Section 3.g of the Statement of Work including:

- a. Financial processing and accounting systems;
- b. Bulk pass ordering and shipment tracking capability;
- c. Inventory tracking capability;
- d. Government access to submit pass sales and inventory information;
- e. Reporting capability; and
- f. System security and user authentication.

**TAB 2: Technical Capability of their Website**

The Offeror shall describe the full functionality of their website as described in Section 3.c.1 and 3.c.2 of the Statement of Work including:

- a. Internet sales;
- b. Internet Portlet(s); and
- c. Interactive/demo CD or website link

**TAB 3: Previous experience with proposed system and Internet site and similar systems and Internet sites**

The Offeror shall describe their previous experience with their proposed system and Internet site and similar systems and Internet sites including:

- a. Evidence that the organization has an existing system and website;
- b. Evidence that the system and website are able to ensure performance of this requirement; and
- c. Evidence that the organization has substantial previous experience with similar systems and Internet sites.

**TAB 4: Past Performance Information**

The Offeror shall provide past performance for the past 3 years from the date of this solicitation:

- a. Specific contract references;
- b. Clearly address recent related experience (both Government and non-Government) **including requirements for the system and website to be used in fulfilling the Government's requirement,**
- c. Contracts,
- d. Subcontracts,
- e. and Grants.

The Offeror shall include:

- a. The name of the customer, including contracting agency;
- b. address;
- c. phone number;
- d. contract number;
- e. type of contract;
- f. dollar value;
- g. date of contract;
- h. period of performance;
- i. place of performance; and
- j. brief description of contract work scope and responsibilities with emphasis on requirements related to current systems and websites.

**TAB 5: A Small Business Subcontracting Plan**

All large businesses must submit a subcontracting plan prepared in accordance with FAR Part 19 and the Department of Interior's Small Business Subcontracting Goals as defined in Attachment F.

The Offeror shall identify the areas of work to be subcontracted including NISH and

NIB and how the subcontracted effort will be managed to ensure satisfactory and timely performance of the work. If they will be subcontracting to gain expertise in particular technical areas, they need to be identified.

**TAB 6: 52.212-3, Offeror Representations and Certifications**

The Offeror shall complete the Certifications and Representations found in the clause 52.212-3.

**PHASE 1 DOWN-SELECTION**

At the conclusion of Phase 1 Evaluation and based on the ratings of each submission against the evaluation criteria for Phase 1, the Contracting Officer will determine a manageable number of Offerors with the greatest chance of award. Only those Offerors deemed to be most qualified will be invited to participate in Phase 2. The Contracting Officer will notify all Offerors of their respective status immediately after Phase 1 evaluations are completed.

**PHASE 2 PROPOSAL MATERIAL INSTRUCTIONS**

Phase 2 is for evaluation of Factors A, B and C (Section 52.212-2, Phase 2 Factors). Therefore, after invitation to participate in Phase 2, Offerors shall submit the following:

(a) The Offeror shall submit an original and six (6) hard (paper) copies in separate volumes of the Business Proposal, Technical Proposal and Price Proposal and a CD of their Technical Proposal and a CD of their Price Proposal. The proposal materials shall be in seven (7) (original + six (6) copies) three-ring binders and appropriately tabbed with the identification of the Offeror on the spine of the binder.



Phase 2 proposal materials shall be organized as shown below:

<b>VOLUME I BUSINESS PROPOSAL</b>	<b>PAGE LIMIT*</b>	<b>VOLUME II TECHNICAL PROPOSAL—A CROSS- WALK BETWEEN PORTIONS OF THE OFFEROR'S TECHNICAL PROPOSAL AND THE STATEMENT OF WORK SHALL BE PROVIDED BY THE OFFEROR FOR EACH OF THE FACTORS LISTED BELOW</b>	<b>PAGE LIMIT*</b>	<b>VOLUME III PRICE PROPOSAL</b>	<b>PAGE LIMIT*</b>
<b>TAB 1</b> - Signed Standard Form 1449, Acknowledgments, Justifications for Noncompetitive Proposed Subcontracts, and Acceptance Period	none	<b>TAB 1</b> - <b>Factor A</b> - Oral Presentations for On-Site Demonstrations of System and Website, if required	10 pages	<b>TAB 1</b> - Pricing Structure as Established in the Schedule	20 pages
<b>TAB 2</b> - Assumptions, Conditions or Exceptions	5 pages	<b>TAB 2</b> - <b>Factor B</b> Technical Capability, Sub-Factor Overall Technical Approach	30 pages	<b>TAB 2</b> - Published Price List or Catalog as applicable	None
-	-	<b>TAB 3</b> - <b>Factor B</b> Technical Capability, Sub-Factor - Management Plans	30 pages	<b>TAB 3</b> - Price Breakdown for Unit Price for Passes and Collateral Materials	10 Pages
-	-	<b>TAB 4</b> - <b>Factor B</b> Technical Capability, Sub-Factor - Marketing and Communications	20 pages	-	-
-	-	<b>TAB 5</b> - <b>Factor C</b> Organizational Experience	20 pages	-	-

**\*Any documentation in excess of the page limits will not be evaluated.**

(b) Overall Arrangement of Proposal

#### **1. VOLUME I BUSINESS PROPOSAL FOR PHASE 2**

(1) Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, and acknowledgments; justifications for noncompetitive proposed subcontracts; identification of technical data to be withheld; and any other administrative information.

(2) Format and Content. Volume I, Offer and Other Documents, shall include the following documents (in the order listed):

- (a) Proposal Form -Use of the Form - The Proposal Form (Standard Form 1449), is to be executed fully and used as the cover sheet (or first page) of Volume I. Include a signed copy of the form in the Original Volume I.
- (b) Acceptance Period - The acceptance period entered on the Proposal Form by the Offeror shall not be less than that prescribed in the solicitation (90 days) which shall apply if no other period is offered.
- (c) Signature Authority - The person signing the Proposal Form must have the authority to commit the Offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the Solicitation, to make an award without further discussion if it so elects.
- (d) Offeror Representations and Certifications (52.212-3)- Offeror's Representations and Certifications are to be fully executed and included in Volume I.
- (e) **ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS** - Offerors must submit, under separate cover, all (if any) assumptions, conditions, or exceptions with **any** of the terms and conditions of this statement of work. If not noted in this section of your quote, it will be assumed that the Offeror proposes no assumptions for award, and agrees to comply with all of the terms and conditions as set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the Offeror's proposal.

## **2. VOLUME II TECHNICAL PROPOSAL FOR PHASE 2**

Volume II - Technical Proposal consists of the Offeror's outline addressing the technical aspects of the acquisition. It should indicate your company's capabilities and the means to be used to satisfy the requirements of the Statement of Work. **It will be evaluated in accordance with the criteria contained herein and it should be specific and complete in every detail.** The proposal should be practical and be prepared simply and economically, providing straightforward, concise delineation of what it is the Offeror will do to satisfy the requirements of the Statement of Work. **A cross-walk between portions of the offeror's technical proposal and the Statement of Work shall be provided by the Offeror for each of the evaluation factors as stated above under Phase 2 Proposal Material Instructions.**

In order that the Technical Proposal may be evaluated strictly on the merit of the material submitted, no contractual price information is to be included.

The proposal shall not merely offer to perform work in accordance with the scope of work, but shall outline the actual work proposed as specifically as practical. The Statement of Work reflects the problems and objective of the program under consideration; therefore, repeating the Scope of Work without sufficient elaboration will not be acceptable.

The Technical Proposal shall include the following **specific areas to be addressed:**

1. If oral presentations are required, it shall contain a list of the Offeror's Key Project Personnel who will be demonstrating the System and Website. Only Key Project Personnel who will be assigned to the contract will be able to participate in the demonstrations.

Two additional people may be listed and (i.e. chief executive officer, company president, legal representative, etc.) may attend, but will not be allowed to present at the oral presentation except in a brief company introduction that will not be evaluated.

This section shall contain the oral presentation briefing slides.

2. It shall contain the major portion of the Technical Proposal. It should clearly address each of the Technical Proposal evaluation criteria in Section 52.212-2, and at a minimum cover the sub-factors listed there under. It should be presented in as much detail as practical and include principles and techniques, which may be applied in performing the work, and an explanation of the various methods considered and substantiation of those selected.
3. It shall contain a discussion of the background, objectives, and work requirements of the Statement of Work as analyzed by the Offeror. A cross-walk between portions of the Offeror's technical proposal and the Statement of Work shall be provided by the Offeror for each of the evaluation factors as stated above under Phase 2 Proposal Material Instructions.
4. It shall also include a discussion of proposed methods and techniques for completing each task including printing requirements with the Government Printing Office, teaming partners, and NISH/NIB.

### **3. VOLUME III PRICE PROPOSAL FOR PHASE 2**

(a) Price must adhere to the pricing structure established in the Schedule. Each Offeror's price must be based on the Offeror's own technical proposal, the Government's specifications, and other contractual requirements. If the prices to be used are based on a published price list, or catalog, the Offeror shall so state, and provide a copy of the document with their price proposal. If the prices are to be based on established market price, not otherwise published, or are prices applicable only to the proposed contract, the Offeror shall so state.

(b) The Government expects that this contract will be awarded based upon adequate price competition. However, in order to determine the prices are fair and reasonable, the Government requires the Offeror provide cost breakdown to support proposed prices.

The total unit price for each pass should represent the sum of the unit prices for each of the constituent parts of the total based on the following:

#### **Lifetime Passes and open-top vehicle solution - Price shall include:**

- Fulfillment
- Finance and inventory management, accountability, and reporting
- Customer care for Federal recreation sites
- Internet ordering for Federal recreation sites

- Management planning
- Annual review

**Volunteer Pass - Price shall include:**

- Fulfillment
- Finance and inventory management, accountability, and reporting
- Customer care for Federal recreation sites
- Internet ordering for designated government officials
- Management planning
- Annual review
- Pass personalization

**Annual Pass - Price shall include**

- Fulfillment
- Finance and inventory management, accountability, and reporting
- Customer care for individuals, third party vendors, and Federal rec sites
- Internet ordering for individuals, third party vendors, and Federal recreation sites
- Management planning
- Annual review
- Pass personalization
- Management of third party partnerships
- Validation of passes for central sales

**Closed-top vehicle solution - Price shall include:**

- Design
- Fulfillment

**Collateral materials - Price shall include:**

- Design
- Fulfillment

**4. ORAL PRESENTATION OF SYSTEM AND WEBSITE DEMONSTRATION IF REQUIRED**

**Oral Presentation Constraints**

The Offeror's Key Project Personnel will be allowed to participate in the oral presentation of demonstrations for the System and Website.

Up to two (2) additional people may be listed and (i.e., chief executive officer, company president, legal representative, etc.) may attend, but will not be allowed to present at the oral presentation except in a brief company introduction that will not be evaluated. It is anticipated that the key project personnel will answer the majority of the questions posed during the Q&A discussion session. The two additional representatives may address any appropriate questions that arise during the discussion.

**Time Limits:** The oral presentation time limit is 60 minutes. During the presentation, the Government's attendees will not interrupt the offeror to ask questions (except to request the repetition of inaudible words or statements or explanation of terms that are unknown to them) or otherwise engage the offeror in any dialogue.

Following the offeror's oral presentation, the Government will caucus for up to one hour to discuss the Offeror's presentation and to formulate questions. The

caucus break will be followed by a question and answer period of 60 minutes during which the Government may ask questions and seek clarifications of the offeror's presentation.

The Government reserves the right to extend the above listed time limits as needed.

#### **Oral Presentation Media**

Presentation media are limited to a computer/laptop to demonstrate the System and Website. Supplemental presentation media are limited to "Power Point" presentation media. **The Government will provide a laptop and access to the Internet for the oral presentation. The offeror must notify the Government if there are special requirements such as for demonstrating their system, within two (2) business days of being notified that they are invited to participate in Phase 2. The Government will try to accommodate the requests, but the Government is not responsible if the accommodation cannot be met and this impedes on the offeror's demonstration.** All presentation media will remain the property of the Government.

#### **PHASE 2 Competitive Range**

***If oral presentations are not held in Phase 2,*** the Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the Offeror's initial offer ***in Phase 2*** should contain the Offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

If discussions are necessary at the conclusion of Phase 2 Evaluation, a Competitive Range will be established and only those Offerors included in the Competitive Range, unless the range is further reduced for purposes of efficiency, will engage in discussions in accordance with FAR 15.306.

**Evaluation -- Commercial Items (Jan 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered including the following:

**BASIS FOR EVALUATION    --    TWO-PHASE APPROACH**

Phase 1 is an assessment of the present capability of the Offerors' Finance and Inventory Management, Accountability, and Reporting systems (see Statement of Work, Section 3.g.), including Offerors' websites, and relevant experience and past performance. No price or cost information is sought in Phase 1 or will be accepted. After reviewing Phase 1 submissions, the Government will conduct an initial down-selection of Offerors. The purpose of this down-selection is to determine a manageable number of Offerors with the greatest chance of award. Accordingly, Offerors who do not demonstrate a sufficient likelihood of succeeding in Phase 2 based upon the results of their Phase 1 evaluation will be requested to withdraw from the competition, while Offerors demonstrating sufficient capability will be invited to submit technical and business proposals under Phase 2. Evaluation results from Phase 1 will be carried over into Phase 2.

(i) The Government intends to award a single contract from this solicitation. The Government reserves the right not to award a contract depending on the quality of the proposal(s) submitted and the availability of funds.

(ii) For Phase 2, the Government may evaluate proposals and award a contract without discussions with Offerors if oral presentations are not held. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Therefore, each offer for Phase 2 should contain the Offeror's best terms from a technical and cost or price.

(iii) Proposals received in response to this solicitation will be evaluated by the Government pursuant to the Federal Acquisition Regulation (FAR). The Government reserves the right to award to a vendor who will be selected for award on the basis of its proposal being the most advantageous to the Government, price and other factors considered.

(iv) Each technical proposal will be evaluated qualitatively and categorized as in relation to the evaluation factors set forth in this solicitation. A finding of *unacceptable* in one technical factor may result in the entire technical proposal being found to be unacceptable.

(v) The proposal shall not merely offer to perform work in accordance with the Statement of Work, but shall outline the actual work proposed as specifically as practical. The Statement of Work reflects the Government's requirement under consideration; therefore, repeating the Statement of Work without sufficient elaboration will not be acceptable.

(vi) Prospective Offerors are forewarned that an acceptable technical proposal and marginal past performance with the lowest price may not be selected if award to a higher-priced proposal affords the Government a greater overall benefit. The Government may elect to pay a premium price to select an Offeror whose non-cost/price evaluation factors are superior.

#### **EVALUATION OF PROPOSALS**

(i) Phase 1 Submissions - Offerors' Phase 1 submissions will be evaluated in accordance with the Evaluation Criteria for Phase 1, set forth below. Offerors who do not demonstrate a sufficient likelihood of succeeding in Phase 2 based upon the results of their Phase 1 evaluation will be requested to withdraw from the competition.

(ii) Phase 2 Discussion/Final Proposal Revisions - The Contracting Officer will engage in discussions with all offerors in the competitive range (if a competitive range is required), unless it is further reduced for efficiency in accordance with FAR 15.306. At the conclusion of the discussions, a final common cut-off date which allows a reasonable opportunity for submission of written final proposal revisions will be established. Those offerors selected to remain in the competitive range will be notified to submit Final Proposal Revisions.

(iii) Final Evaluation of Offers - A final proposal evaluation will be performed after receipt of Final Proposal Revisions.

#### **EVALUATION CRITERIA**

The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined to be most advantageous to the Government, cost/price and other factors considered. All evaluation factors other than cost or price are significantly more important than cost or price. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified, and shall address all evaluation factors for award.

In addition to cost or price, proposal will also be evaluated based on the following factors in Phase 1 and Phase 2, listed in descending order of importance (subfactors are of approximately equal importance unless otherwise noted). In addressing the evaluation factors below, the offeror shall demonstrate:

##### **For Phase 1:**

##### **Factor A - Technical Capability of the System:**

Evaluation of this factor will be based on the written description and interactive/demo CD of the full functionality of the system described in Section 3.g of the Statement of Work including:

- i. financial processing and accounting systems
- ii. bulk pass ordering and shipment tracking capability
- iii. inventory tracking capability
- iv. government access to submit pass sales and inventory information
- v. reporting capability

vi. system security and user authentication

**Factor B - Technical Capability of the Website**

Evaluation of this factor will be based on the written description and interactive/demo CD or website link of the full functionality of the website described in Section c.1. and c.2 of the Statement of Work.

**Factor C - Previous Experience of the System and Website**

- a. Evaluation of this factor will be based on whether the offeror has a current and existing system and website;
- b. Evaluation of this factor will be based on whether the system and website are able to ensure performance of this requirement.

**Factor D - Past Performance**

Evaluation of this factor allows the Government to assess the risk associated with the offers based on how the offeror(s) have performed on similar contracts. Evaluation of this factor will be based on the offerors' demonstrated past performance relating to the following:

- (1) performance history of the system and website to be used in fulfilling the Government's requirement;
- (2) management of requirements of comparable size and complexity;
- (2) ability to provide high standards of service to both the public, responsiveness to the agency customers, as well as accuracy in data management and accounting;
- (3) ability to meet requirements of working with other entities including GPO, non-profits, and NISH/NIB; and
- (4) ability to meet subcontracting goals.

Past performance will be evaluated using information obtained from references provided in the proposals, and may also include other relevant information that is available to the Government, including information on contracts with Federal, state, and local governments and commercial sources.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

**Factor E - Subcontracting Goals**

Evaluation of this factor will be based on the subcontracting plan in terms of meeting the Department of Interior's subcontracting goals. Evaluation of this factor will also be based on subcontracting with NISH and/or NIB in areas of their capabilities. A higher preference will be given to those offerors who subcontract with NISH and/or NIB.

**Note: Evaluation results from Phase 1 will be carried over into Phase 2**

**For Phase 2:**

**Factor A - Oral Presentations for On-Site Demonstrations of System and Website (if required)**



A. System Demonstration:

Evaluation of this factor will be based on the on-site demonstrations of the System which will be evaluated based on the full functionality of the system as described in Section 3.g of the Statement of Work including:

- i. financial processing and accounting systems
- ii. bulk pass ordering and shipment tracking capability
- iii. inventory tracking capability
- iv. government access to submit pass sales and inventory information
- v. reporting capability
- vi. system security and user authentication

B. Website Demonstration:

Evaluation of this factor will be based on the on-site demonstrations of the full functionality of the website as described in Section 3.c.1 and 3.c.2 of the Statement of Work.

**Factor B - TECHNICAL CAPABILITY**

Evaluation of this factor will be based on information contained in the technical proposal that demonstrates the degree of the offerors' understanding of the requirements and proposed methodology including the following:

Within this Factor three sub-factors are listed in descending order of importance. Any factors within each sub-factor are of equal importance.

1. Overall technical approach

- A. The offeror shall describe their approach to include, but not limited to, the following tasks, which are listed in descending order of importance:
  - i. Ability to manage finance and inventory management, accountability and reporting;
  - ii. Ability to complete fulfillment;
  - iii. Approach to managing electronic interfaces including a website;
  - iv. Managing the program against fraud and ease of compliance;
  - v. Approach to managing 3<sup>rd</sup> party sales and agreements; and
  - vi. Ability to design and produce collateral materials.
- B. Creativity and thoroughness shown in understanding the objectives of the Statement of Work and all specific tasks, and planned execution of the project.
- C. Approach for meeting printing requirements through the Government Printing Office ensuring satisfactory and timely performance of work.

2. Management Plans

- A. Degree to which the offerors' Project Implementation Plan demonstrates an understanding of logistics and schedules.

B. Quality and completeness of the Annual Management Plan including the identification of key personnel and allocation of personnel and resources.

C. Quality and completeness of the Quality Control Plan as it addresses all aspects of program operations.

### 3. Marketing and Communications

Approach to strategic marketing, development and distribution of educational information about recreation opportunities and stewardship of public lands.

#### **Factor C - ORGANIZATIONAL EXPERIENCE**

1. Evaluation of this factor will be based on the cumulative management and corporate experience in the areas of expertise in the Statement of Work as well as the offeror's general background experience, and qualifications of the organization as it relates to projects of a similar nature.
2. Evidence that the organization has current capabilities for ensuring performance of this requirement.
3. Evidence of supporting subcontractors, consultants and business partners will be considered.

**Factor D - PRICE** - The proposed prices will be evaluated but not scored. The price/cost evaluation will determine whether the proposed price/costs are realistic, complete, and reasonable in relation to the solicitation requirements. Proposed price/costs must be entirely compatible with the technical proposal.

Although price/cost is the least important evaluation factor, it will not be ignored. The degree of importance of the proposed price/cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical score if the Contracting Officer determines that to do so would result in the best value to the Government.

(b) *Options and Award Terms.* The Government will evaluate offers for award purposes by adding the total price for all options and award terms to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices and award terms are significantly unbalanced. Evaluation of options and award terms shall not obligate the Government to exercise the option(s) and award terms.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are

negotiations after its receipt, unless a written notice of withdrawal is received before award.

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL  
ITEMS (MAY 2004)**

As prescribed in 12.301(b)(2), insert the following provision:

**Offeror Representations and Certifications-Commercial Items (May 2004)**

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly

Certs and Reps

owned business, at least 51 percent of the stock of which is owned by one or more women;  
and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

o TIN: \_\_\_\_\_.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other \_\_\_\_\_.

(5) *Common parent*.

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part

of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or  
 (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less

<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either-

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]*

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that-

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small

business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246-*

(1) Previous contracts and compliance. The offeror represents that-

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).*

(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if



the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

FTA Country or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

## Canadian End Products:

Line Item No.
_____
_____
_____

*[List as necessary]*

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

## Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

## Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iii) The Government will evaluate offers in accordance with the policies and procedures of

FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification*. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

*Alternate I (Apr 2002).* As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

*Alternate II (Oct 2000).* As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.